

**THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND
AGENDA**

August 24, 2021

10:00 AM Call to Order/Pledge of Allegiance/Moment of Silence

COVID-19 Update

Bill Webb, Health Officer, Kent County Health Department and Wayne Darrell, Director,
Emergency Services

Public Notices

County Offices Closed, September 6, 2021

Alcoholic Beverage License Hearing
Kitty Knight

Consent Items

#1 - Regular Session Minutes, August 3, 2021

#2 - Liquor Minutes, August 3, 2021

#3 - Public Hearing Minutes, August 3, 2021

#4 - Closed Session Minutes, August 3, 2021

#5 - Republicans of Kent, Raffle Only, September 12, 2021

#6 - Main Street Rock Hall, Raffle Only, October 9, 2021

#7 - Environmental Operations Division, Department of Natural Resources Grant,
Memorandum of Understanding, Portable Toilets at Kent County Public Landings

#8 - Kent County Public Library, Certification for Cooperative Local-State Library Aid
Programs FY2022

Special Class C Licenses

Rock Hall Volunteer Fire Company, Beer, Wine, and Liquor, Multiple Event License

Kent Cultural Alliance, Beer, Wine, and Liquor, September 10 & 11, 2021

Main Street Historic Chestertown, Beer and Wine Only, October 2, 2021

County Attorney

Thomas N. Yeager, County Attorney
Public Hearing Protocol

Public Hearing

Alcoholic Beverage License Hearing

Donna Legg, Member
Tori Bershon, Member
The Backfin

Class A, Beer, Wine, and Liquor

Appointments

Dr. Karen Couch, Superintendent and Alleesa Stewart, Supervisor of Finance, Kent County Public Schools

FY2021 Budget Amendment

Dr. Karen Couch, Superintendent and Alleesa Stewart, Supervisor of Finance, Kent County Public Schools

FY2022 Teacher Salary Incentive Grant

Departmental Appointments

Wayne Darrell, Director, Emergency Services

Console Maintenance and Software Upgrades

Jamie Williams, Director and Jana Carter, Tourism Manager, Economic & Tourism Development

International Underground Railroad Month 2021 Proclamation

Jamie Williams, Director, Economic & Tourism Development

Maryland Department of Commerce Modification of Grant Agreement

Jamie Williams, Director, Economic & Tourism Development

Enterprise Zone Application, Rock Hall

Jamie Williams, Director, Economic & Tourism Development

Revolving Loan Fund Update

Bill Mackey, Director, Planning, Housing, and Zoning

Emergency Rental Assistance Program (ERAP) Subrecipient Agreement

Bill Mackey, Director, Planning, Housing, and Zoning

Community Development Block Grant (CDBG) CV-1 Revised Amendment to Grantee Agreement

Human Resources Director

Detention Center

Correctional Officer Vacancies

Detention Center

Promotion of Correctional Officer

County Administrator

American Rescue Plan Act Discussion

Work Session Scheduled for August 31, 2021 at 3:00 p.m.

Mike Moulds, Director, Department of Public Works

Fleet Management Lease

Daniel P. McDermott, Executive Director, Upper Shore Workforce Investment Board

Local Workforce Development Area Memorandum of Understanding 2021-2023

Daniel P. McDermott, Executive Director, Upper Shore Workforce Investment Board

Member Reappointment

County Administrator Report

Chestertown Volunteer Fire Company, Raffle Only, August 21, 2021

Wayne Rickert, Executive Director, Rebuilding Together Kent County

Letter of Support

Cindy Stone, Director, Community Development Programs, Maryland Department of Housing and Community Development

Maryland Community Development Block Grant Program

Maryland Department of Transportation State Highway Administration

Memorandum of Understanding

Kent Alcohol and Tobacco Enforcement KATE

Sondra M. Blackiston, Clerk/KATE Manager

License Update

Brandon McFayden, Inspector, Kent Alcohol and Tobacco Enforcement

License Update

Brandon McFayden, Inspector, Kent Alcohol and Tobacco Enforcement

License Update

Brandon McFayden, Inspector, Kent Alcohol and Tobacco Enforcement

Extended Privileges and/or Deliveries

Public Comment/Media Review

Procedures for Public Comment

For Your Information

Amy S. Crowding, Executive Director, Horizons Kent and Queen Anne's

Thank You Letter

Samuel Shoge, Executive Director, Kent County Chamber of Commerce

Thank You Letter

Contingency Fund

Contingency and Use of Fund Balance Report

Closed Session

Bill Mackey, Director, Planning, Housing, and Zoning

Legal

This meeting will be closed under the Annotated Code of Maryland General Provisions Article § 3-305 (b) (7) To consult with counsel to obtain legal advice; and (8) To consult with staff, consultants, or other individuals about pending or potential litigation

(Meetings are conducted in Open Session unless otherwise indicated. All or part of County Commissioners' meetings can be held in closed session under the authority of the MD Open Meetings Law by vote of the Commissioners. Breaks are at the call of the President. Please note that times listed for specific items on the agenda are only estimates, and that the order of agenda items may change as time dictates or allows. Meetings are subject to audio and video recordings.)

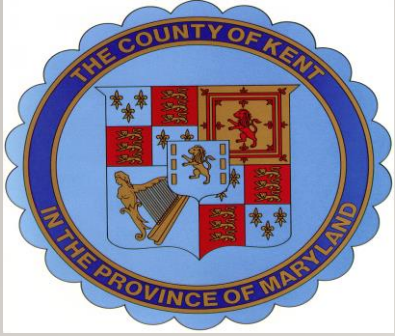


**Bill Webb, Health Officer, Kent County Health Department and Wayne
Darrell, Director, Emergency Services
8/24/2021
County Commissioners Meeting**

ATTACHMENTS:

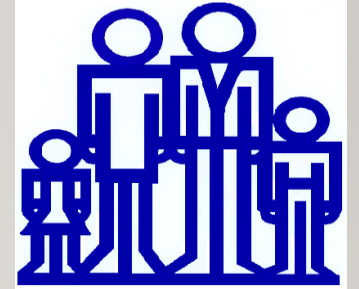
Description

Commissioners COVID-19 Update 8-24-21



COVID-19 UPDATE

AUGUST 24, 2021



KENT COUNTY HEALTH DEPARTMENT

MR. BILL WEBB MS

HEALTH OFFICER

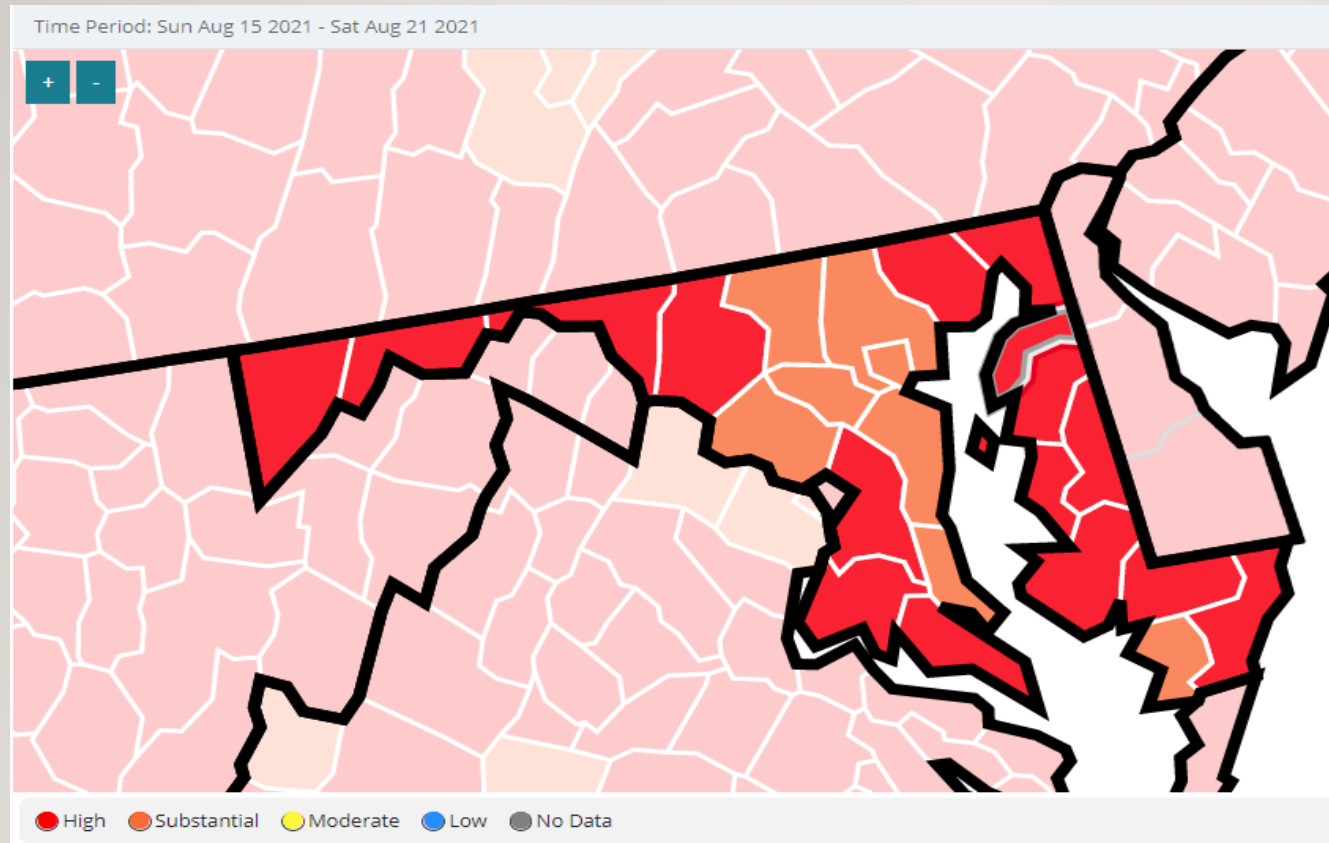


COVID-19 DEVELOPMENTS

- COVID-19 Metrics Up Significantly Since June 2021
- Kent County is Experiencing the 5th Wave of COVID-19 Cases
- Surge is Being Driven by the HIGHLY INFECTIOUS Delta Variant
- Governor Lifted Most Orders on July 1, 2021
- Health Department is Operating on a Post Emergency / Recovery Footing
- CDC Recommendations have Largely Replaced Mandates and Restrictions
- UM SRH Hospital No Longer has ICU beds in Chestertown

COVID-19 STATUS OF KENT COUNT

****HIGH****



CDC DATA TRACKER 8/23/2021

LINK: <https://covid.cdc.gov/covid-data-tracker/#county-view>

4 CDC RECOMMENDATIONS WHEN STATUS IS HIGH

- Wear Masks in Indoor Public Spaces Regardless of Vaccine Status
- Get Fully Vaccinated
- Wash Hands and Social Distance
- Self Monitor for Symptoms
- If traveling monitor the COVID status of your destination and potential exposures

KENT COUNTY COVID-19 DASHBOARD

AS OF 8/23/21

KENT COUNTY COVID-19 DASHBOARD

ACTIVE CASES	10	Positivity	4.71%
OPEN POSSIBLE CONTACTS	14	Case Rate	16.92
ACTIVE OUTBREAKS	0		

ACTIVITY BY WEEK FOR PREVIOUS 7 DAYS

Date	# of New Cases	# of New Outbreaks	Deaths
7/26	5	0	0
8/2	11	0	0
8/9	23	0	0
8/16	24	0	0
TOTAL	63	0	0

CUMULATIVE COUNTS SINCE START OF PANDEMIC

CASES	1436
DEATHS	51

CONFIRMED CASES IN FULLY VACCINATED INDIVIDUALS

CASES	23
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VACCINATION STATUS

Kent County Percent of Population Age 12+ Vaccinated

	1st Dose		FULLY VACCINATED	
	Total Injected	% of Pop	Total Injected	% of Pop
Kent County	10,969	66.4%	10,912	61%*
State of Maryland	3,452,596	78.70%	3,664,192	70.9%

*Ranks Kent 12 out of 24 in State

MDH COVID 12+ Vaccine Summary Report
8/23/21

VACCINATION STATUS (AGE 65+)

Kent County Percent of Population Age 65+ Vaccinated

	1st Dose		FULLY VACCINATED	
	Total Injected	% of Pop	Total Injected	% of Pop
Kent County	4,624	91.3%	4,583	87.1%
State of Maryland	795,627	94.30%	852,422	88.8%

*Ranks Kent 6th out of 24 in State

MDH COVID 65+ Vaccine Summary Report 8/23/21

VACCINATION STATUS (YOUTH)

Kent County Percent of Population Age 12 - 17 Vaccinated

	1st Dose		FULLY VACCINATED	
	Total Injected	% of Pop	Total Injected	% of Pop
Kent County	454	31.0%	351	24.0%
State of Maryland	278,830	64.20%	239,040	52.5%

*Ranks Kent 18th out of 24 in State

COVID-19 VACCINE DEVELOPMENTS

- Booster Vaccines (3rd Dose) are Now Approved for Those with Weak Immune Systems
- Booster Vaccines for the General Public will Start as Early as Mid September
 - Must occur no less than 8 months after 2nd Dose
 - Applies only to those who received Pfizer or Moderna
 - J&J Vaccine boosters have not yet been determined
- FDA Issued Full Authorization to the Pfizer on 8/23
- Nursing Homes and State Operated Residential Facilities must have their staff vaccinated or tested weekly

HEALTH DEPARTMENT VACCINATION ACTIVITY

- KCHD Offers COVID Vaccinations Every Thursday By Appointment
- KCHD Offers all Three Approved Vaccine Products
 1. Moderna
 2. Pfizer
 3. Johnson & Johnson

CALL 410-778-1350 to Make An Appointment

OR Visit [KentHD.org](https://www.kenthd.org) to find a Vaccination Site Near You

Those under 18 must be accompanied by Parent or Guardian

HEALTH DEPARTMENT COVID TESTING SERVICES

- KCHD Offers COVID Testing Services on Mondays by Appointment
- KCHD is exploring ways to increase testing hours, but staffing is the biggest constraint
- KCHD exploring MDH services who could come to Kent
- KCHD exploring partnership with KCPS for School testing.

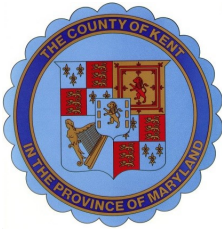
REQUEST #1: USE OF COMMUNITY CENTER

- KCHD would like to request use of the Kent Community Center in October, November and December for COVID boosters and Flu Shot activity.
- Space may be needed in Mid September depending on FDA Guidance
- KCCC Space could be limited to the lobby & conference room

REQUEST 2: FINANCIAL SUPPORT FOR ADDITIONAL VACCINATORS AND TESTING STAFF

- KCHD is in the process of applying for a USDA Grant to support the COVID Response
- Grant will provide 35% of the Funding if County matches 65%
- 2 Full Time Registered Nurses
- 2 Full Time Nursing Assistants
- Request from USDA: \$122,256
- Request from Commissioners: \$227,618
- Total Request: \$350,182

QUESTIONS?



County Offices Closed, September 6, 2021
8/24/2021
County Commissioners Meeting

ATTACHMENTS:

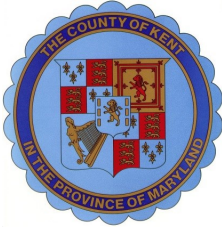
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Labor Day Notice 2021

PUBLIC NOTICE

All County Offices will be **CLOSED** on **Monday, September 6, 2021**, in observance of Labor Day.

PUBLISH: KCN – 09/2/21



Alcoholic Beverage License Hearing 8/24/2021 County Commissioners Meeting

Item Summary:

Kitty Knight

ATTACHMENTS:

Description

09.28.21 Kitty Knight Hearing Notice

The Board of License Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE Cell: 443-282-5785

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

BRANDON MCFAYDEN
INSPECTOR

NOTICE

Application has been made by members: Sueann Hall, Joseph J. Pendrak, Christopher S. Blackwell, and Paul Bouchard representing Jamestown Kitty Knight Hospitality, LLC trading as Kitty Knight for a Class B, Beer, Wine, and Liquor License with Caterer's Privilege on the premises known as:

Kitty Knight
14028 Augustine Herman Highway
Georgetown, MD 21930

which shall authorize the holder thereof to sell Beer, Wine, and Liquor at retail, at the place therein described, for on-premises consumption or elsewhere. A hearing on said application will be held by the undersigned in the County Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Government Center, 400 High Street, Chestertown, MD on September 28, 2021, at 10:00 a.m. at which time any exceptions to the application will be heard.

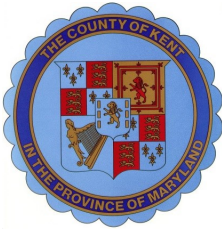
By order of:

THE BOARD OF LICENSE COMMISSIONERS
FOR KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH KCN 08/26/21, 09/02/21

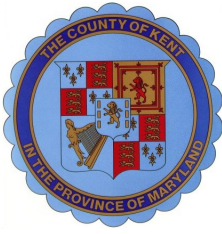




**#1 - Regular Session Minutes, August 3, 2021
8/24/2021
County Commissioners Meeting**

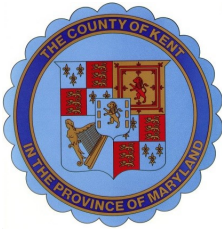
ATTACHMENTS:

Description



**#2 - Liquor Minutes, August 3, 2021
8/24/2021
County Commissioners Meeting**

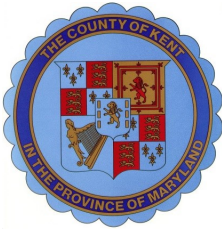
ATTACHMENTS:
Description



**#3 - Public Hearing Minutes, August 3, 2021
8/24/2021
County Commissioners Meeting**

ATTACHMENTS:

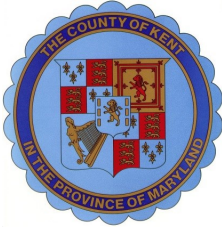
Description



**#4 - Closed Session Minutes, August 3, 2021
8/24/2021
County Commissioners Meeting**

ATTACHMENTS:

Description



**#5 - Republicans of Kent, Raffle Only, September 12, 2021
8/24/2021
County Commissioners Meeting**

ATTACHMENTS:

Description

12-2021 Republicans of Kent, Raffle Only, September, 12, 2021, Application

Permit#

12-2021

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

Pursuant to the provisions of the Annotated Code of Maryland, Criminal Law §§ 13-1701 to 13-1706.

Name of Organization:

Republicans of Kent

Address of Organization:

PO Box 1045, Chestertown Md 21620

Telephone:

(443) 642-0403

Is the organization formed or located in Kent County?

Yes

No

Does the organization serve the residents of Kent County?

Yes

No

Is this organization tax exempt under the provisions of the Internal Revenue Code?

Yes

No

Tax Exempt Number:

Person responsible for complying with permit regulations and requirements:

Name:

DAWN SUTTON

Address:

5802 Watermans Way, Rock Hall, MD 21661

E-Mail:

gopofkent@gmail.com

Telephone:

(443) 642-0403

Type of permit sought: ☒ Raffle Only () Combined gaming devices used in a single fund-raising event

Location address of fund-raising affair:

INN at Huntingfield Creek

4928 Eastern Neck Rd

Rock Hall MD 21661

Are these premises owned, leased, or regularly occupied by the organization named above?

Yes

No

Date(s) of fund-raising:

September 12, 2021

Date and Time of Drawing:

9/12/21

6:00 pm

Begin at:

4:00

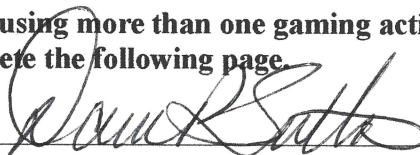
End at:

6:30

If you are seeking a permit authorizing only a raffle that is not conducted in combination with other gaming activity, please sign below.

If, however, you are seeking to conduct a fund-raiser using more than one gaming activity in a single event, please complete the following page.

Signature of person completing this application:



Please Select One:

☐ Pick Up☒ Mail Permit (will be mailed to person responsible)



**#6 - Main Street Rock Hall, Raffle Only, October 9, 2021
8/24/2021
County Commissioners Meeting**

ATTACHMENTS:

Description

14-2021 Main Street Rock Hall, Raffle Only, October 9, 2021, Application

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

Pursuant to the provisions of the Annotated Code of Maryland, Criminal Law §§ 13-1701 to 13-1706.

Name of Organization:	Main Street Rock Hall (Fall Fest)	
Address of Organization:	PO Box 45 Rock Hall MD 21661	
Telephone:	(443) 465 0681	
Is the organization formed or located in Kent County?	☒ Yes	☐ No
Does the organization serve the residents of Kent County?	☒ Yes	☐ No
Is this organization tax exempt under the provisions of the Internal Revenue Code?	☒ Yes	☐ No
Tax Exempt Number:	83-2278471	

Person responsible for complying with permit regulations and requirements:

Name: Laurie Watters

Address: PO Box 45 Rock Hall MD 21661

E-Mail: lewalte1@yahoo.com

Telephone: (443) 465 0681

Type of permit sought: ☒ Raffle Only () Combined gaming devices used in a single fund-raising event

Location address of fund-raising affair: Main Street, Rock Hall MD

Are these premises owned, leased, or regularly occupied by the organization named above? Yes ☐ No ☒

Date(s) of fund-raising: 9/1/21 - 10/9/21

Date and Time of Drawing: 3pm - Oct. 9 2021 Begin at: 3pm End at: 3:15 pm

If you are seeking a permit authorizing only a raffle that is not conducted in combination with other gaming activity,
please sign below.

If, however, you are seeking to conduct a fund-raiser using more than one gaming activity in a single event,
please complete the following page.

Signature of person completing this application: Laurie ElWalter

Please Select One:

☐ Pick Up☒ Mail Permit (will be mailed to person responsible)County Commissioners
Office

Date 8-23-21 JJC



**#7 - Environmental Operations Division, Department of Natural
Resources Grant, Memorandum of Understanding, Portable Toilets at
Kent County Public Landings
8/24/2021
County Commissioners Meeting**

ATTACHMENTS:

Description

08.24.21 Department of Natural Resources Memorandum of Understanding Rev. 12-2011, By and Between
State of Maryland Department of Natural Resources and Kent County Commissioners, Provide Sanitary
Services at Boating Facilities

DNR Letter

**DEPARTMENT OF NATURAL RESOURCES
MEMORANDUM OF UNDERSTANDING
REV. 12/2011
[For Contracts Exempt from Procurement]**

THIS MEMORANDUM OF UNDERSTANDING is entered into this _____ day of _____, 20____, by and between the

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES

Chesapeake and Coastal Service

Tawes State Office Building, E-2

Annapolis, MD 21401

hereinafter ("Department"),

and

Kent County Commissioners

400 High Street

Chestertown, MD 21620

hereinafter ("Contractor").

WHEREAS, the Department is an agency of the State of Maryland;

WHEREAS, the Contractor is an agency of the State of Maryland, or a political subdivision of the State, or another government as defined in State Finance and Procurement Article, §11-203 of the Annotated Code of Maryland;

WHEREAS, the Contractor has agreed to perform work for the Department in accordance with this Memorandum of Understanding (or "MOU");

NOW, THEREFORE, the Department and the Contractor agree as follows:

ARTICLE I - SCOPE OF WORK

The Contractor shall: Provide sanitary services at boating facilities during the boating season, not to exceed nine (9) months (March – November). Sanitary services may include portable toilets or pump out of fixed holding tanks.

This work is more particularly described in the attached Scope of Work identified as Exhibit A.

ARTICLE II - COMPENSATION AND METHOD OF PAYMENT

The services set forth above shall be performed for a total payment not to exceed Ten Thousand dollars (\$ 10,000.00). The Contractor shall submit billings for all costs expended in the performance of this Memorandum in accordance with a payment schedule set forth in the attached Scope of Work. In the absence of a payment schedule, billing shall be monthly. If the Scope of Work contains a schedule for completion of various components of the work, each monthly billing shall identify the progress made in relation to the schedule and the payment being requested. The Contractor shall follow cost accounting practices acceptable to the Department. Billings shall be due and payable within thirty (30) days of receipt by the Department.

ARTICLE III - TERM

The term of this Memorandum shall be from July 1, 2021 through June 30, 2022. No work may be initiated under this Memorandum until it has been fully executed by all parties and the Contractor has been instructed to proceed by the Department.

ARTICLE IV - GENERAL CONDITIONS

The Department of Natural Resources, General Conditions, Memoranda of Understanding (Rev. 05/2012), are attached and made a part of this Memorandum.

ARTICLE V - CONTRACT REPRESENTATIVES

The following individuals are designated as contract representatives for their respective parties [name and address]:

Department: Sandi Pepe

Chesapeake and Coastal Service

Tawes State Office Building E-2

Annapolis, MD 21401

Phone: (410) 260-8466 Email: sandi.pepe@maryland.gov

Contractor: Marty T. Holden, Division Chief

Kent County DPW- Environmental Operations

709 Morgnec Road, Suite 104

Chestertown, MD 21620

Phone: (410) 778-2600 Email: mholden@kentgov.org

The scope of authority of the designated Contract Representatives to act for their respective parties is set forth in the attached General Conditions.

ARTICLE VI - KEY PERSONNEL

The Contractor agrees that the following named individuals are considered to be essential to the work being performed hereunder, and are designated as Key Personnel who shall be made available to the full extent required to carry out the work under this Memorandum:

Marty T. Holden, Division Chief Phone: (410) 778-2600

Email: mholden@kentgov.org

Should any of these individuals become unavailable during the term of this Memorandum, personnel of equivalent capability shall be assigned to the project. Any such substitutions shall require prior written approval by the Department, which approval may be denied by the Department at its sole discretion. Should the Contractor be unable to provide substitutes acceptable to the Department, the Department may terminate this Contract, or, at its option, negotiate with the contractor for an equitable adjustment under the Contract relative to the loss of such Key Personnel.

ARTICLE VII - MERGER

This Memorandum embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations regarding the parties' agreement other than those contained herein or incorporated herein by reference.

This document may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures.

IN WITNESS WHEREOF, the parties have executed this Memorandum by causing the same to be signed on the day and year first above written.

WITNESS

KENT COUNTY

Lacey J. Cox
Print Name: Lacey T. Cox

By P. Thomas Mason
P. Thomas Mason, President
Kent County Commissioners
Date: 8/24/21

WITNESS

STATE OF MARYLAND
DEPARTMENT OF NATURAL
RESOURCES

Print Name: _____

By _____
Matthew J. Fleming
Director
Chesapeake and Coastal Service:
Date: _____

Print Name: _____

By _____
DNR Procurement Officer
Date: _____

Approved as to form and legal sufficiency

this _____ day of _____, 20

Assistant Attorney General

Exhibit A

Scope of Work

Task Title: Sanitary Services
Funding: Total: \$ 10,000.00
Project Term: July 1, 2021 – June 30, 2022
Funding Recipient: Kent County

Kent County requested funding in the amount of \$ 7,200.00 for sanitary services funding per the Waterway Improvement Fund application dated 3/30/21. Of that request, \$ 7,200.00 has been approved.

Kent County will provide sanitary services at boating facilities during the boating season, not to exceed nine (9) months (March – November).

Portable toilets will be located at the following locations:

Green Point	Betterton
Shipyard	Turner's Creek
Skinner's Neck	Green Lane
Quaker Neck	Ingleside
Long Cove	Bogles
Cliff City	Bayside Landing
Broadneck	Bayside bulkhead

Reimbursements for these services will be provided either quarterly, bi-annually or annually for the boating season covered under the MOU. Kent County shall submit all invoices with proof of payment (check number, copies of checks or evidence of wire transfer) along with a cover letter on Kent County letterhead indicating the following:

- "Sanitary Services" Grant number SC-2210 and Contract Number 14-22-2964 WIF
- Amount of the Request
- Federal Identification Number
- To whom the reimbursement is payable to.

The final invoice with appropriate back-up documentation shall be submitted no later than thirty days after the end date of the contract.

**DEPARTMENT OF NATURAL RESOURCES
GENERAL CONDITIONS FOR
MEMORANDA OF UNDERSTANDING
REV. 5/12
[For Contracts Exempt from Procurement]**

ARTICLE I - TERMS AND APPLICABILITY

These General Conditions apply to contracts exempt from the requirements of State Finance and Procurement Article, §11-101 et seq. of the Annotated Code of Maryland. The General Conditions do not constitute a complete agreement but are part of a Memorandum of Understanding ("Memorandum" or "MOU") executed by all parties, which identifies the specific work to be performed, compensation, term, and special conditions, if any. The General Conditions and the MOU are intended to be complementary and shall be construed together. In the event of a direct conflict between them, the terms of the Memorandum shall govern and control.

Specific terms used in this document have the following meaning:

- A. "Contract" means the agreement between the Department and the Contractor for performance of services, including the MOU, Scope of Work and these General Conditions.
- B. "Scope of Work" or "Work" refers to the specific contractual obligation of the Contractor as identified in the MOU or other work statement incorporated into the Contract.
- C. "Contractor" means the State agency, political subdivision or government obligated to perform services for the Department under this Contract.
- D. "Department" means the Maryland Department of Natural Resources.

ARTICLE II - THE PARTIES

A. Independent Contractor - The Contractor is not an employee of the Department but is an independent contractor. The Contractor shall be responsible for providing all supplies and materials necessary for performance of all work under the Contract, and for withholding any taxes and social security payments due in relation to the Contract. The Contractor is not an agent of the Department and cannot commit the Department to any expenditure of funds or enter into any contractual obligation on behalf of the Department.

B. Notices - Service of any notice required by the Contract shall be complete upon mailing of such notice, postage prepaid, to the appropriate contract representative at the address indicated in the MOU. If no contract representative is named, then the person executing the MOU for a party shall be the contract representative for purposes of notice.

ARTICLE III - PERFORMANCE

A. Standard of Performance - The Contractor is responsible for the supervision and inspection of, and the technical accuracy and coordination of all data and work pursuant to this Contract, and shall provide services and products meeting professional standards of quality and methodology.

B. Prosecution of the Work - The Contractor agrees to prosecute all work under this Contract continuously and diligently and to meet all milestones contained in the Contract. The Contractor further agrees that no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

C. Subletting or Assignment - The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided the personnel of any such successor, whether such successor be an individual, a partnership or a corporation, is acceptable to the Department. The Contractor shall not hire consultants, sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without prior written consent of the Department.

In the case of any subcontract, the Contractor agrees to bind the subcontractor and every subcontractor agrees to be bound by all terms of this Contract unless particular provisions are expressly waived in writing by the Department.

D. Changes - The Department, by written direction to the Contractor, may at any time make any change in the work within the general scope of the Contract. Within fifteen (15) days of receipt of a Notice of Change, the Contractor shall advise the Department of the effect, if any, such changes would have on budgeting, cost, delivery schedules, milestones or any other Contract provisions. If such effects are acceptable to the Department, the Department shall issue a Notice to Proceed with Changes, upon receipt of which the Contractor shall immediately institute all such requested changes. Such directed additions or changes to the Scope of Work shall become part of the contractual obligation. Each contract modification or change order that affects contract price is subject to the prior written approval of the Department.

E. Suspension of Work - The Department unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for a period of time the Department determines to be appropriate.

F. Disputes - If the Contractor intends to assert a claim against the Department, the Contractor shall do so within 30 days of the date the Contractor knows, or should know, of the basis of the claim. Failure to file a claim within the 30-day period is a complete bar to the claim. The claim shall consist of a written statement to the Department setting forth the nature and monetary extent of the claim, and the facts on which the claim is based. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract.

ARTICLE IV - PROPERTY

The Contractor shall notify the Department in advance of public disclosure of any information related to this Contract, unless such disclosure is compelled by legislative or judicial process. The Contractor shall in all cases submit to the Department three (3) copies of any scientific or technical paper, abstract, report or other vehicle pertaining in whole or in part to this Contract which the Contractor desires to publish, submit for publication, distribute or otherwise publicly disseminate. Such submission shall be made by the Contractor to the Department at least thirty (30) days prior to its planned initial public dissemination, disclosure, or submission for publication. The Contractor shall include in any such documents or vehicles of public disclosure a statement which acknowledges the Department, the specific programs therein, and the financial support provided by this Contract. Furthermore, upon receipt of a written request from the Department, the Contractor shall also provide a disclaimer stating that the contents of the aforesaid document or vehicle of public disclosure do not in any way reflect the views, opinions, or policies of the Department.

B. Patents and Copyrights - The Contractor may retain the entire right, title, and interest throughout the world to each subject invention associated with or reduced to practice in the course of performance under this Contract. With respect to any subject invention in which the Contractor retains title, the Department, and in those cases where federal money is involved, the federal government, shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the subject invention throughout the world.

The Contractor shall have the duty to disclose to the Department any invention associated with or reduced to practice in the course of performance under this Contract. Furthermore, the Contractor agrees that, if at any time during the course of performance of this Contract, it should become aware of a potential conflict between the rights of the Department under this Contract, and those of any other party or entity, as to ownership of any patent or copyright interests developing in relation to said performance, then the Department shall be immediately notified of such conflict. In such a case, it is agreed and understood that the terms of this Contract may be adjusted to provide for an equitable relationship between monies expended hereunder in pursuit of such patent or copyright interests and benefits to be obtained therefrom by the Department.

The Contractor assumes the risk that any materials, equipment, process, or other items required under the Contract or furnished by the Contractor are subject to any patent, copyright, trademark, trade secret or other property right of another. The Contractor shall pay for all royalties and license fees and shall obtain all necessary licenses or permits to permit use of any

such item by the Department. The Contractor shall defend all suits or claims of infringement of any patent, copyright, trademark, trade secret or other property right of another and shall save the Department harmless from loss or expense on account thereof.

C. Equipment - Unless otherwise provided in the MOU, all non-expendable equipment, including major equipment as defined in this Article, procured with funds from this Contract, shall be Department property and shall be used primarily for work under this Contract. Prior written approval of the Department shall be required for use of the equipment, on a non-interference basis, for other work of the Contractor. The Contractor shall use all effort to care for and maintain the equipment. Upon termination of this Contract, the Department shall determine what disposition shall be made of the equipment and shall so notify the Contractor within thirty (30) days. The Contractor shall report its acquisition of non-expendable equipment covered by this Contract to the Department annually. Non-expendable equipment is that which: 1) has a probable useful life in excess of one year beyond the date of acquisition, and 2) costs at least \$500, either as an individual piece or as a group of pieces intended to be used together.

All items of Major Equipment to be procured with funds from this Contract shall be itemized in the budget of this Contract to the extent possible. "Major Equipment" shall be defined as any item of equipment costing Two Thousand Dollars (\$2,000.00) or more. Unless itemized in the budget approved by the Department, purchase of each item of Major Equipment shall require prior written approval of the Department.

ARTICLE V - INDEMNIFICATION

A. Department Saved Harmless - Recognizing that the Contractor is a government agency and, as such, is subject to limitations on the indemnity that it can legally provide, the Contractor agrees, to the fullest extent permitted by law, to indemnify and save harmless and defend the Department and all of its representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property in consequence of any work performed under this Contract, either by the Contractor or any subcontractor, or their employees, agents, or representatives. This responsibility is not to be deemed as a waiver of any immunity which may exist in any action against the Department.

B. Insurance - If specified in the MOU, the Contractor shall provide insurance protecting the Department from bodily injury and property damage. Certificates of such insurance acknowledging the foregoing "Department Saved Harmless" clause shall be filed with the Department.

ARTICLE VI - WARRANTIES AND DISCLOSURES

A. Nondiscrimination in Employment - The Contractor agrees: (1) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated

in nature and extent so as reasonably to preclude the performance of such employment; (2) to include a provision similar to that contained in subsection (1), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (3) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

B. Compliance with Laws - The Contractor hereby represents and warrants that:

1. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract;
and
2. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

ARTICLE VII - ACCOUNTING

A. Retention of Records - Audit - The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the Department hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the Department, including the procurement officer or designee, at all reasonable times. The Department shall have the right, during usual business hours, to examine and audit pertinent records of the Contractor to verify invoices submitted pursuant to this Contract.

B. Payment of State Obligations - Payments to the Contractor shall be made in accordance with the terms of the MOU. Charges for late payment are prohibited.

ARTICLE VIII - DURATION

A. Effective Date - It is understood and agreed by the parties hereto that this Contract and any modification thereof shall not become effective or enforceable until executed by the Department.

B. Termination for Convenience - The performance of work under this contract may be terminated by the Department in accordance with this clause in whole, or from time to time in part, whenever the Department shall determine that such termination is in the best interest of the Department. The Department will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

C. Termination for Default - If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the Contract, the Department may terminate the Contract by written notice to the Contractor. The notice shall

specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the Department's option, become the Department's property. The Department shall pay the contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the Department can affirmatively collect damages.

D. Multi-Year Restriction - If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available. The Contractor may not recover anticipatory profits or costs incurred after termination.

ARTICLE IX - LEGAL

A. Severability - If any of these provisions shall contravene, or be invalid under, the laws of the particular state, county or jurisdiction where used, such contravention or invalidity shall not invalidate the whole agreement, but the Contract shall be construed as if not containing the particular provision or provisions held to be invalid in the particular state, county, or jurisdiction, and the rights and obligations of the parties shall be construed and enforced accordingly.

B. Law Applicable - Unless otherwise authorized by the Board of Public Works, this Contract shall be governed by the laws of the State of Maryland, and the parties hereby expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any question arising hereunder.

APPROVED as to form and legal sufficiency
Office of the Attorney General
Department of Natural Resources
May 2012



Larry Hogan, Governor
Boyd Rutherford, Lt. Governor
Jeannie Haddaway-Riccio, Secretary
Allan Fisher, Acting Deputy Secretary

August 12, 2021

VIA EMAIL

Mr. Marty Holden
EOD Division Chief
Kent County
709 Morgnec Rd, Suite 104
Chestertown, MD 21620

RE: SC-2210, \$10,000 (FY 2022)
Sanitary Service Contract Grant

Dear Mr. Holden:

We are pleased to inform you that this office has approved funding in the amount of \$10,000.00 for Sanitary Service Contracts in Kent County for fiscal year 2022. These funds may be used to cover the cost of approved contractual services for portable toilet rentals/services at public recreational motor boating facilities.

Grantees receiving more than \$5,000 in grant funding are required to enter into a Memorandum of Understanding (MOU) with the Department prior to disbursement of any grant funds. A copy of this document is attached for signature. Please sign and return a scanned copy of the MOU via email to Sandi Pepe, Regional Program Administrator, at sandi.pepe@maryland.gov. A fully executed copy will be returned to you when signed by our Department. If not previously submitted, please forward contract documents for review. ***Please note, all invoices with appropriate back-up documentation must be submitted on or before July 31, 2022.***

If you have any questions, please call Sandi Pepe at 443-433-6284.

Sincerely,

Carla Fleming

Carla M. Fleming, Director
Center for Waterway Improvement & Infrastructure

cc: Sandi Pepe, DNR Regional Program Administrator



**#8 - Kent County Public Library, Certification for Cooperative Local-
State Library Aid Programs FY2022**

8/24/2021

County Commissioners Meeting

ATTACHMENTS:

Description

08.24.21 Maryland State Library, Certification For Cooperative Local-State Library Aid Programs FY 2022



**CERTIFICATION FOR COOPERATIVE LOCAL-STATE LIBRARY AID PROGRAMS
FY 2022**

TO: Maryland State Library

We hereby certify that:

- I. The Board of Trustees of Kent County has or will receive the monies noted below as county contributions for current operating expenses.
- II. The Government of Kent County has made an appropriation of monies equal to the total noted below as county contributions for capital expenditures.
- III. The State share \$ 117,210 for this county will be utilized as noted below as State contributions.
- IV. The distribution of monies will be:

	<u>TOTAL COUNTY CONTRIBUTIONS</u>	<u>STATE SHARE</u>
Current Expense	\$ <u>713,899</u>	\$ <u>117,210</u>
Other Expense	\$ <u>0</u>	\$ <u>0</u>

8/9/21
DATE

Elizabeth Jolly
FOR THE BOARD OF LIBRARY TRUSTEES

8/24/21
DATE

P. Thomas Mason
FOR THE COUNTY COUNCIL/COMMISSION OR CITY
COUNCIL FOR BALTIMORE CITY

RETURN TO:

Donna Liberto
Maryland State Library
25 S. Charles Street, Suite 1310
Baltimore, MD 21201
Donna.liberto1@maryland.gov

RETURN BY:

Tuesday, August 31, 2021



**Rock Hall Volunteer Fire Company, Beer, Wine, and Liquor, Multiple
Event License
8/24/2021
County Commissioners Meeting**

ATTACHMENTS:

Description

4729 Rock Hall Volunteer Fire Company, Application

4729

FIRE COMPANY APPLICATION FOR A SPECIAL CLASS "C" (MULTIPLE EVENT) LICENSE

Application is made by the undersigned under the provisions of Sections 4-1202, 4-1208, 24-503, 24-1301, 24-1307, 24-1309 and 24-1310 of the Alcoholic Beverage Article, for a Special Class C (Multiple Event) License.

Permit includes: Beer, Wine and Liquor Sales

We submit and certify to the following information and statements as required.

1. The Fire Department/Company on behalf of which the license is desired:

Rock Hall Vol. Fire Co

Address 21500 Rock Hall Ave, Rock Hall Md 21661

Select One and Initial your choice:

Twelve (12) Events per Year (\$200.00) ☒

Initial selection: Lg

Twenty-four (24) Events per Year (\$400.00) ☐

Initial selection: ☐

2. This function is operated on Fire Department/Company grounds and is exclusively for the Fire Department/Company.

3. The applicants are citizens of the United States, not less than twenty-one years of age, and have never been convicted of a felony.

4. The applicants have not had a license for the sale of alcoholic beverages revoked.

5. Have the applicants ever been adjudged guilty of violating the laws for the prevention of gambling in the State of Maryland and/or adjudged guilty of violating the laws governing the sale of alcoholic beverages in the State of Maryland or the United States? NO
Yes or No

6. The applicants will, if granted a license, conform to all laws and regulations relating to the business with respect to which such license is desired.

7. The applicants submit herewith a statement duly executed and acknowledged by the owner of the premises in which the business is to be conducted, assenting to the granting of the license applied for, authorizing the Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) for the aforesaid County, its duly authorized agents and employees, and any peace officer of said county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the premises where said business is to be conducted, at any and all hours.

8-16-21 LHC
Date

9. Applicants

(1) Katryna C Dowling 23055 Parsons Rd, Chestertown, Md 21620
Name Residence
27 years Treasurer 443-480-3339 K Dowling
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 10th day of August, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Katryna C Dowling the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Linda M. George

(SEAL)

(2) Linda Kimble 21175 Haven Rd Rock Hall, Md 21661
Name Residence
58 years Board 410-639-7483 Linda Kimble
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 10th day of August, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Linda Kimble the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Linda M. George

(SEAL)

(3) Carol Kendall 5328 Crosby Road Rock Hall, Md 21661
Name Residence
75 Asst. Sec 410-708-2487 Carol Kendall
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 10th day of August, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Carol Kendall the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Linda M. George

(SEAL)

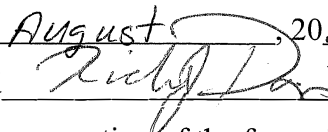
STATEMENT OF OWNER OF PREMISES REQUIRED IN CONNECTION WITH
ALCOHOLIC BEVERAGES LAWS OF MARYLAND

(I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) of the property named in the a foregoing application made to the aforesaid licensing authority for said county under the Alcoholic Beverages Laws of Maryland and assent to the granting of the license applied for, and hereby authorize the State Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) of said county, its duly authorized agents and employees, and any peace officer of such county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and ~~any and all~~ parts of the building in which said business is to be conducted, at any and all hours.

 Signature (s)

Richard J Dowling Print Name

STATE OF MARYLAND, Kent:

THIS CERTIFIES, that on the 10 day of August, 2021,
before the subscriber, a Notary of the State of Maryland, personally appeared 
_____ and acknowledged the execution of the foregoing
statement to be a true act.

WITNESS my hand and official seal.



(SEAL)

List of Events with Alcohol 2021

Sept. 4th – Scrapple Festival

11th – Cocktail luncheon KSWCD

18TH – Wedding reception

Oct. 2nd - National Wild Life federation

8th - Bigelow Wedding Reception

16th - Bike Fest at Public landing in
Rock Hall, Md

Nov. 0

Dec. 31st- New Years Eve Dance

The Board of License Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-7435

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

BRANDON MCFAYDEN
INSPECTOR

SPECIAL CLASS "C" (MULTIPLE EVENT) LICENSE AFFIDAVIT

In applying for this Special Class "C" (Multiple Event) License it is important that you realize the responsibility that goes with the issuance of the license. All persons using this license as authorized under Sections 4-1202, 4-1208, 24-503, 24-1301, 24-1307, 24-1309 and 24-1310 of the Alcoholic Beverages Article of the Annotated Code of Maryland are covered by all the laws regarding the sale and consumption of alcoholic beverages. Special care should be taken to be sure the following edicts are adhered to:

1. All persons must be 21 years of age or older to sell, purchase, to consume an alcoholic beverage.
2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m.
3. No intoxicated person shall be served any alcoholic beverages.
4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
5. The person(s) responsible for the function must see that order and decorum are kept at all times.
6. The application must be completed by three committee members; one member must be a Kent County resident.
7. License must be prominently displayed at the location where alcohol is being served. Failure to comply with the laws of the State of Maryland may make the responsible person(s) subject to a fine.

The issuance of this license may **ONLY** be issued to a Fire Department/Company. This license shall not be transferred or reassigned.

Cost of a Special Class "C" Multiple Event License is: **Twelve (12) Events per Year \$200.00 OR Twenty-four (24) Events per Year \$400.00** Make checks payable to: **The County Commissioners of Kent County**, along with the completed application.

Name of organization, club, etc. Rock Hall Vol. Fire Co.

Address 21500 Rock Hall Ave, Rock Hall Md. 21661

Name Linda M. George Phone # 443-480-0675
(Please Print)

Linda M. George Date 8-10-2021
(Signature)





**Kent Cultural Alliance, Beer, Wine, and Liquor, September 10 & 11,
2021
8/24/2021
County Commissioners Meeting**

ATTACHMENTS:

Description

4727 Kent Cultural Alliance, Application

4727

APPLICATION FOR A SPECIAL CLASS "C" (PER DIEM) LICENSE

Application is made by the undersigned under the provisions of Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307 and 24-1308 of the Alcoholic Beverages Article, for a Special Class C (Per Diem) License.

Check One: Beer () Beer and Wine () **Beer, Wine, and Liquor (X)**

We submit and certify to the following information and statements as required.

1. The club, society or association on behalf of which the license is desired:

Chesterboro Jazz Festival, Kent Cultural Alliance

Address 101 Spring Ave Chesterboro

Type of Function Jazz Concerts Fri Sept 10 & Sat Sept 11

Location of Function Wilmer Park

2. This function is operated exclusively for a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization.

3. The applicants are citizens of the United States, not less than twenty-one years of age, and have never been convicted of a felony.

4. The applicants have not had a license for the sale of alcoholic beverages revoked.

5. Have the applicants ever been adjudged guilty of violating the laws for the prevention of gambling in the State of Maryland and/or adjudged guilty of violating the laws governing the sale of alcoholic beverages in the State of Maryland or the United States? _____

Yes or No

6. The applicants will, if granted a license, conform to all laws and regulations relating to the business with respect to which such license is desired.

7. The applicants submit herewith a statement duly executed and acknowledged by the owner of the premises in which the business is to be conducted, assenting to the granting of the license applied for, authorizing the Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) for the aforesaid County, its duly authorized agents and employees, and any peace officer of said county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the premises where said business is to be conducted, at any and all hours.

8. The license for which this application is made is to be for the following day(s) Fri Sept 10 (5-10 pm)
Sat Sept 11 (12-6 pm)
Begin at: _____ End at: _____ and the applicant tenders herewith the sum of (\$ 25 Per Diem) (\$ 50)
in payment for the license.

Please Select One:

☒ Pick Up

☐ Mail Permit (will be mailed to above address)

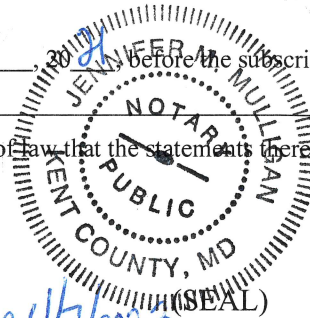
9. Applicants

(1) Jill Patterson Tolbert 202 N. Queen St. Chestertown MD 21620
Name Residence
1.5 yrs 404-643-0182
Length of Residence in Kent Co. Committee Title Phone No. Jill P. Tolbert
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 5th day of August, 2021, before me the subscriber, a Notary of the State of Maryland, personally appeared Jill Patterson the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

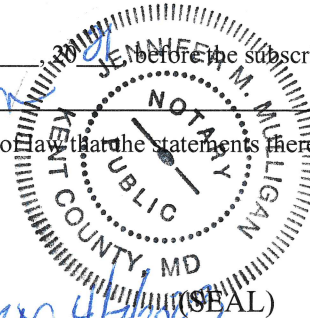


(2) Darrah White Tilghman 204 N. Queen St. Chestertown, MD 21620
Name Residence
4 years 410-963-2734
Length of Residence in Kent Co. Committee Title Phone No. Darrah White Tilghman
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 5th day of August, 2021, before me the subscriber, a Notary of the State of Maryland, personally appeared Darrah White Tilghman the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

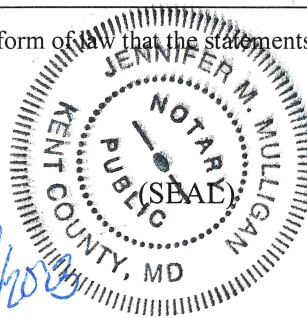


(3) Maria Wood 306 N. Kent St. Chestertown, MD 21620
Name Residence
3 years (413) 259-7213
Length of Residence in Kent Co. Committee Title Phone No. Maria Wood
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 5th day of August, 2021, before me the subscriber, a Notary of the State of Maryland, personally appeared Maria Wood the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.



STATEMENT OF OWNER OF PREMISES REQUIRED IN CONNECTION WITH
ALCOHOLIC BEVERAGES LAWS OF MARYLAND

(I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) of the property named in the a foregoing application made to the aforesaid licensing authority for said county under the Alcoholic Beverages Laws of Maryland and assent to the granting of the license applied for, and hereby authorize the State Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) of said county, its duly authorized agents and employees, and any peace officer of such county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the building in which said business is to be conducted, at any and all hours.

W. S. Ingersoll Signature (s)

W. S. INGERSOLL Print Name

STATE OF MARYLAND, County of Kent:

THIS CERTIFIES, that on the 29th day of July, 2021,

before the subscriber, a Notary of the State of Maryland, personally appeared

W. S. Ingersoll and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.



Jennifer M. Mulligan
my commission expires 4/7/2023

The Board of License Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-7435

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

J. TERRY OBER
INSPECTOR

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

In applying for this Special Class "C" (Per Diem) License it is important that you realize the responsibility that goes with the issuance of the license. All persons or groups using this license as authorized under Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307, and 24-1308 of the Alcoholic Beverages Article of the Annotated Code of Maryland are covered by all the laws regarding the sale and consumption of alcoholic beverages. Special care should be taken to be sure the following edicts are adhered to:

1. All persons must be 21 years of age or older to sell, purchase, to consume an alcoholic beverage.
2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m.
3. No intoxicated person shall be served any alcoholic beverages.
4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
5. The person(s) responsible for the function must see that order and decorum are kept at all times.
6. The application must be completed by three committee members; one member must be a Kent County resident.
7. License must be prominently displayed at the location where alcohol is being served. Failure to comply with the laws of the State of Maryland may make the responsible person(s) subject to a fine.

The issuance of this license may be issued to a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization. This license shall not be transferred or reassigned.

Cost of a Special Class "C" Per Diem License: **Beer \$5.00, Beer and Wine \$15.00, and Beer, Wine, and Liquor \$25.00.** Make checks payable to: **The County Commissioners of Kent County**, along with the completed application.

Name of organization, club, etc. Kent Cultural Alliance

Address 101 Spring Ave.

Name John Schatzgesser Phone # 410-778-3700
(Please Print)

[Signature] Date 7/29/21
(Signature)





**Main Street Historic Chestertown, Beer and Wine Only, October 2, 2021
8/24/2021
County Commissioners Meeting**

ATTACHMENTS:

Description

4728 Main Street Historic Chestertown, Application

4728

APPLICATION FOR A SPECIAL CLASS "C" (PER DIEM) LICENSE

Application is made by the undersigned under the provisions of Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307 and 24-1308 of the Alcoholic Beverages Article, for a Special Class C (Per Diem) License.

Check One: Beer () Beer and Wine (X) Beer, Wine, and Liquor ()

We submit and certify to the following information and statements as required.

1. The club, society or association on behalf of which the license is desired:

Main Street Historic Chestertown

Address P.O. Box 427 Chestertown, MD 21620

Type of Function Entertainment

Location of Function Fountain Park, Chestertown, MD

2. This function is operated exclusively for a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization.

3. The applicants are citizens of the United States, not less than twenty-one years of age, and have never been convicted of a felony.

4. The applicants have not had a license for the sale of alcoholic beverages revoked.

5. Have the applicants ever been adjudged guilty of violating the laws for the prevention of gambling in the State of Maryland and/or adjudged guilty of violating the laws governing the sale of alcoholic beverages in the State of Maryland or the United States? NO Yes or No

6. The applicants will, if granted a license, conform to all laws and regulations relating to the business with respect to which such license is desired.

7. The applicants submit herewith a statement duly executed and acknowledged by the owner of the premises in which the business is to be conducted, assenting to the granting of the license applied for, authorizing the Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) for the aforesaid County, its duly authorized agents and employees, and any peace officer of said county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the premises where said business is to be conducted, at any and all hours.

8. The license for which this application is made is to be for the following day(s) Saturday, October 2, 2021
Rain Date: 10/3/21
Begin at: 2pm End at: 6pm and the applicant tenders herewith the sum of (\$ 15 Per Diem) (\$ 15) in payment for the license.

Please Select One:

☒ Pick Up

☐ Mail Permit (will be mailed to above address)

9. Applicants

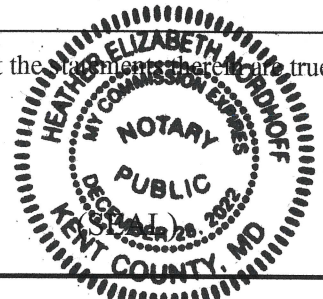
① Nerina Fleegle 8853 Fairlee Rd Chesterdown, MD 21620
Name Residence
9 years Exec. Director 410-778-2991 N. Fleegle
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 9th day of August, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Nerina Fleegle the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Schaff



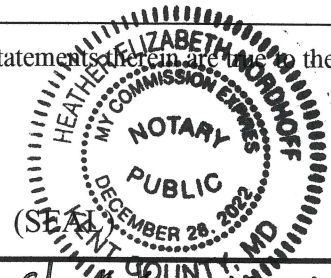
② Kristen W. Owen 8875 Center Lane Chestertown, MD 21620
Name Residence
15 years Vice President 410-708-6100 Kristen W. Owen
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 9th day of August, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Kristen W. Owen the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Schaff



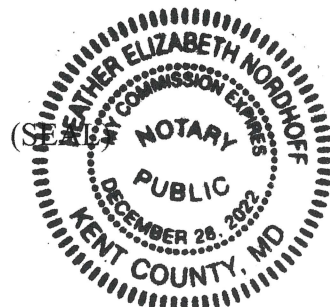
③ Paul Heckles 112 Little Harbor Way, Chestertown, MD 21620
Name Residence
10 years President 908-307-8242 Paul Heckles
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 9th day of August, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Paul Heckles the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

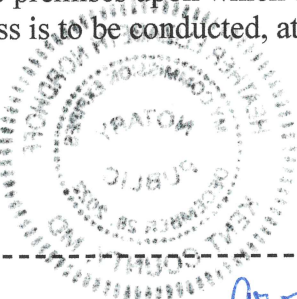
WITNESS my hand and official seal.

Schaff



STATEMENT OF OWNER OF PREMISES REQUIRED IN CONNECTION WITH
ALCOHOLIC BEVERAGES LAWS OF MARYLAND

(I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) of the property named in the a foregoing application made to the aforesaid licensing authority for said county under the Alcoholic Beverages Laws of Maryland and assent to the granting of the license applied for, and hereby authorize the State Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) of said county, its duly authorized agents and employees, and any peace officer of such county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the building in which said business is to be conducted, at any and all hours.



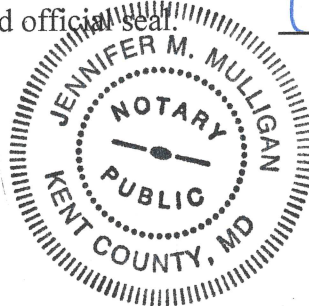
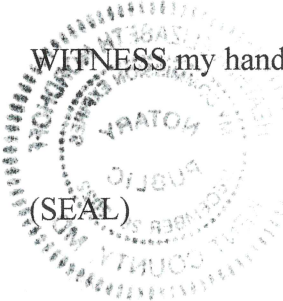
W. S. Ingersoll Signature (s)

W. S. INGERSOLL Print Name

STATE OF MARYLAND, County of Kent:

THIS CERTIFIES, that on the 9th day of August, 2021,
before the subscriber, a Notary of the State of Maryland, personally appeared
W. S. Ingersoll and acknowledged the execution of the foregoing
statement to be a true act.

WITNESS my hand and official seal.



Jennifer M. Mulligan
only commission expires
4/7/2023

Annotated Code of Maryland, ALCOHOLIC BEVERAGES
Current through 2020 Regular Session

The Board of License Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-7435

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

BRANDON MCFAYDEN
INSPECTOR

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

In applying for this Special Class "C" (Per Diem) License it is important that you realize the responsibility that goes with the issuance of the license. All persons or groups using this license as authorized under Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307, and 24-1308 of the Alcoholic Beverages Article of the Annotated Code of Maryland are covered by all the laws regarding the sale and consumption of alcoholic beverages. Special care should be taken to be sure the following edicts are adhered to:

1. All persons must be 21 years of age or older to sell, purchase, to consume an alcoholic beverage.
2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m.
3. No intoxicated person shall be served any alcoholic beverages.
4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
5. The person(s) responsible for the function must see that order and decorum are kept at all times.
6. The application must be completed by three committee members; one member must be a Kent County resident.
7. License must be prominently displayed at the location where alcohol is being served. Failure to comply with the laws of the State of Maryland may make the responsible person(s) subject to a fine.

The issuance of this license may be issued to a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization. This license shall not be transferred or reassigned.

Cost of a Special Class "C" Per Diem License: **Beer \$5.00, Beer and Wine \$15.00, and Beer, Wine, and Liquor \$25.00.** Make checks payable to: **The County Commissioners of Kent County**, along with the completed application.

Name of organization, club, etc. Main Street Historic Chestertown

Address P.O. Box 427 Chestertown, MD 21620

Name Nina Fleegle Phone # 410-778-2991
(Please Print)

N. Fleegle Date 7/28/21
(Signature)





Thomas N. Yeager, County Attorney
8/24/2021
County Commissioners Meeting

Item Summary:

Public Hearing Protocol

ATTACHMENTS:

Description

Procedures for Testifying In-Person and Live Call-In

BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY PROCEDURES FOR TESTIFYING

It is our desire that everyone who wishes to contribute to this democratic process be given a fair and uninterrupted opportunity to be heard. To ensure equal opportunity for individual input for the topic under discussion, certain rules must be followed by all persons who are to testify.

Hearings are open to the public, and public comment is encouraged. The rules to govern our hearings are few but are intended to guide our proceedings. The hope is that each person testifying will be self-governed, thereby contributing to fairness for all.

The Chair will remind anyone who testifies when he/she has violated the rules of the proceeding.

- Rule 1:** Anyone who wishes to testify must identify themselves.
- Rule 2:** Each person testifying will have three minutes for his/her remarks.
- Rule 3:** The Chair will maintain order via voice commands.
- Rule 4:** Stick to the issues at hand.

In-Person comments will be taken first, then live call-in comments will be taken in the order in which they were received. Staff will acknowledge each caller and announce the last 4 digits of the phone number that was used to call in with. Staff will ask the caller to unmute their phone allowing them to testify at that time. All written comments will be read into record by a County Staff member immediately after all calls have been taken.



Alcoholic Beverage License Hearing 8/24/2021 County Commissioners Meeting

Item Summary:

Donna Legg, Member

Tori Bershon, Member

The Backfin

Class A, Beer, Wine, and Liquor

ATTACHMENTS:

Description

07.13.21 The Backfin Hearing Notice

08.24.21 Testimony Log, Public Hearing, The Backfin, Class A, Beer, Wine, and Liquor License

The Board of License Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE Cell: 443-282-5785

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

BRANDON MCFAYDEN
INSPECTOR

NOTICE

Application has been made by members: Donna Legg and Tori Bershon representing The Backfin for a Class A, Beer, Wine, and Liquor License on the premises known as:

The Backfin
5707 Caroline Avenue
Rock Hall, MD 21661

which shall authorize the holder thereof to sell Beer, Wine, and Liquor at retail, at the place therein described, for off-premises consumption. A hearing on said application will be held by the undersigned in the County Commissioners' Hearing Room, R. Clayton Mitchell, Jr. Government Center, 400 High Street, Chestertown, MD on August 24, 2021, at 10:00 a.m. at which time any exceptions to the application will be heard.

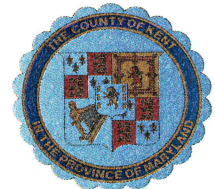
By order of:

THE BOARD OF LICENSE COMMISSIONERS
FOR KENT COUNTY, MARYLAND



Sondra M. Blackiston
Clerk

PUBLISH KCN 07/22/21, 07/29/21



Testimony Log

PUBLIC HEARING

August 24, 2021

**The Backfin
Class A, Beer, Wine, and Liquor License**

PLEASE SIGN IF YOU WISH TO SPEAK:

NAME (Please Print)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____



**Dr. Karen Couch, Superintendent and Alleesa Stewart, Supervisor of
Finance, Kent County Public Schools
8/24/2021
County Commissioners Meeting**

Item Summary:

FY2021 Budget Amendment

ATTACHMENTS:

Description

08.24.21 Dr. Karen Couch, Superintendent, Alleesa Stewart, Supervisor of Finance, Kent County Public Schools, FY2021 Budget Amendment No. 4



Kent County Public Schools

Growing a Community of Leaders

TO: Members, County Commissioners of Kent County

FROM: Alleesa Stewart – Supervisor of Finance
Dr. Karen M. Couch, Superintendent

RE: KCPS FY21 Budget Amendment #4 Memo

DATE: August 24, 2021

PURPOSE

This memo serves the purpose to request approval from the County Commissioners of Kent County to review and approve the Kent County Public Schools Budget Amendment #4.

SUMMARY

In the review of finalizing Fiscal Year 2021 budgets, three budget categories will need to be amended.

- Student Health Services – Increase \$48,000 **(\$31,364.90)**
- Instructional Supply – Increase \$35,000 **(\$46,583.20)**
- Operations – Increase \$45,000 **(\$40,698.67)**

KCPS will reduce the Instructional Salary (\$431,702.97) and Maintenance (\$80,640.16) categories, based on the remaining balances in both categories, to adjust the above-mentioned categories. More funds are being requested to be added as Finance is still underway with finalizing expenditures for Fiscal Year 2021.

ACTION

Request for County Commissioners of Kent County to approve the KCPS Budget Amendment #4.

**Kent County Public Schools
Fiscal Year 2021
Budget Amendment - Unrestricted #4**

Unrestricted Budget Amendment Spreadsheet - Fiscal Year 2021						
Unrestricted Revenue	Original Budget	Amended August20 - #1	Amended October20 - #2	Amended January21 - #3	Amended August21 - #4	Total
Local Appropriation	\$ 18,559,615.00					\$ 18,559,615.00
Non-Recurring Costs	\$ -					\$ -
Other	\$ 264,991.00					\$ 264,991.00
State Share Current Exp	\$ 9,515,538.00	\$ (264,390.00)	\$ 140,000.00			\$ 9,391,148.00
Other State	\$ -					\$ -
Interfund Transfer	\$ -					\$ -
Federal	\$ 71,000.00					\$ 71,000.00
Fund Balance	\$ 190,392.00					\$ 190,392.00
Totals	\$ 28,601,536.00	\$ (264,390.00)	\$ 140,000.00	\$ -	\$ -	\$ 28,477,146.00
Unrestricted Expenditures						
Administration	\$ 1,201,939.00					\$ 1,201,939.00
Mid-Level	\$ 1,855,673.00					\$ 1,855,673.00
Instructional Salary	\$ 9,761,128.00				\$ (83,000.00)	\$ 9,678,128.00
Instructional Supply	\$ 199,154.00				\$ 35,000.00	\$ 234,154.00

**Kent County Public Schools
Fiscal Year 2021
Budget Amendment - Unrestricted #4**

Instructional Other	\$ 707,492.00					\$ 707,492.00
Special Education	\$ 3,273,538.00	\$ (264,390.00)	\$ 140,000.00	\$ 155,000.00		\$ 3,304,148.00
Pupil Personnel	\$ 521,220.00					\$ 521,220.00
Health Service	\$ 420,000.00				\$ 48,000.00	\$ 468,000.00
Transportation	\$ 1,762,488.00					\$ 1,762,488.00
Operations	\$ 1,720,487.00				\$ 45,000.00	\$ 1,765,487.00
Maintenance	\$ 601,981.00				\$ (45,000.00)	\$ 556,981.00
Fixed Charges	\$ 6,516,445.00					\$ 6,516,445.00
Food Service Transfer	\$ -					\$ -
Capital Outlay	\$ 59,991.00					\$ 59,991.00
Totals	\$ 28,601,536.00	\$ (264,390.00)	\$ 140,000.00	\$ 155,000.00	\$ -	\$ 28,477,146.00



**Dr. Karen Couch, Superintendent and Alleesa Stewart, Supervisor of
Finance, Kent County Public Schools
8/24/2021
County Commissioners Meeting**

Item Summary:

FY2022 Teacher Salary Incentive Grant

ATTACHMENTS:

Description

08.24.21 Dr. Karen Couch, Superintendent, Alleesa Stewart, Supervisor of Finance, Kent County Public Schools, FY2022 Teacher Salary Incentive Grant

CERTIFICATION STATEMENT
TEACHER SALARY INCENTIVE GRANT PROGRAM
FOR FISCAL YEAR 2020

Pursuant to Section 4 of Chapter 117 (SB1030) - Blueprint for Maryland's Future,
local applications for Teacher Salary Incentive:

(d) (1) On or before June 30, 2019, and on or before June 30, 2020, a county board, including the Baltimore City Board of School Commissioners, may submit an application to the State Department of Education to receive a State grant for the immediately following fiscal year as specified in subsection (f) of this section.

(2) (i) The application shall include:

1. The estimated teacher salary base for the county board for the current fiscal year;

Teacher Salary Base - FY 2021: 11,403,667

2. Except as provided in subparagraph (ii) of this paragraph, the negotiated salary increase for teachers for the current and next fiscal year, expressed in total dollar amounts and as a percentage, broken out between cost-of-living adjustment, steps or increments, interval movements, pathway movements, and other increases;

3. Documentation that a total salary increase for teachers of at least 3% over the current fiscal year was negotiated and funded in fiscal year 2020;

Note that an additional 3% increase is not required over the fiscal year 2020 base. The required funding in FY 2022 is what is necessary to continue the increase over the FY 2019 base that was negotiated and funded in fiscal year 2020.

4. The proposed additional salary increase for teachers, expressed in dollar amounts and as a percentage, broken out between cost-of-living adjustment, steps or increments, interval movements, pathway movements, and other increases, if the State grant amount specified in subsection (f) of this section is received;

	FY 2021		FY 2022		Additional Salary Increase	
	Dollar Amt	Percent	Dollar Amt	Percent	Dollar Amt	Percent
Cost-of-Living Adjustment			58,128			
Steps or Increments	249,119		221,977			
Interval Movements*						
Pathway Movements*						
Other Increases (list individually)						
Totals **	249,119		280,105		-	

* (ii) For a school system that has a personnel system with interval movements and pathway movements for teachers, the application shall include the planned and funded salary increases for the current and next fiscal years.

**

To be eligible for the FY 2022 State Grant, the required salary increase in fiscal year 2020 must be funded in fiscal year 2022.

5. Any other information necessary to determine eligibility

Provide any additional information as attachments to this form.

(4) (i) For a county that receives a State grant in fiscal year 2020, in order to continue to receive the grant in fiscal year 2021, a county board must submit documentation to the Department that the required salary increase in paragraph (2) of this subsection is funded in fiscal year 2021.

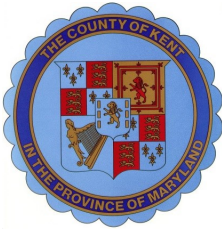
Provide documentation that the FY 2020 salary increase continues to be funded in FY 2022

In accordance with the above requirements of SB1030, I hereby certify that the above information is correct and that a teacher salary increase of at least 3% over fiscal year 2019 has been negotiated and continues to be funded for the Board of Education for the fiscal year beginning July 1, 2021.

Dr. Karen M. Couch 8/24/21
Superintendent of Schools Date

P. Thomas Mason 8/24/21
County Commissioner / County Executive Date

This Certification is to be submitted to the Maryland State Department of Education no later than July 30, 2021.



Wayne Darrell, Director, Emergency Services
8/24/2021
County Commissioners Meeting

Item Summary:

Console Maintenance and Software Upgrades

ATTACHMENTS:

Description

Motorola Maint.

Motorola SUA



Motorola Solutions, Inc.
 500 West Monroe
 Chicago IL 60661
 United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number 8230330310	Transaction Date 24-JUN-2021	Transaction Total 27,804.41 USD
P.O. Number	P.O. Date	Customer Account No 1011904811
Payment Terms Net Due in 30 Days		Payment Due Date 24-JUL-2021

Visit our website at www.motorolasolutions.com

Bill To Address

KENT COUNTY COMMISSIONERS
 ATTN: Accounts Payable
 104 VICKERS DR UNIT D
 CHESTERTOWN MD 21620
 United States

Ship To Address

KENT COUNTY COMMISSIONERS
 104 VICKERS DR UNIT D
 CHESTERTOWN MD 21620
 United States

IMPORTANT INFORMATION

Service From
01-JUL-2021
Service To
30-JUN-2022

For all invoice payment inquiries contact
 SLT3AR@motorolasolutions.com
 Telephone: 800-247-2346
 Fax: +1(631)883-4238

Sales Order(s): USC000005995-R02-MAR-21 00:23:59

SPECIAL INSTRUCTIONS / COMMENTS

General Comment: Regular Invoice

Total Tax	MD	0.00	USD Subtotal	27,804.41
			USD Total Tax	0.00
			USD Total	27,804.41
			USD Amount Due	27,804.41

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 8230330310	Customer Account No 1011904811	Payment Due Date 24-JUL-2021	Transaction Total 27,804.41 USD	Amount Paid
---	--	--	--	--------------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

KENT COUNTY COMMISSIONERS
 ATTN: Accounts Payable
 104 VICKERS DR UNIT D
 CHESTERTOWN MD 21620
 United States

Payment Transfer Details

CHICAGO
 WIRE Routing Transit Number: 026009593
 ACH/EFT Routing Transit Number: 111000012
 SWIFT: BOFAUS3N
 Bank Account No: 3756319819

Send Payments To:



Motorola Solutions, Inc.
 13104 Collections Center Drive
 Chicago IL 60693
 United States
 Please provide your remittance details to:
 US.remittance@motorolasolutions.com



500 W Monroe Street
Chicago, IL 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1427435
Contract Number: USC000005995
Contract Modifier: R02-MAR-21 00:23:59

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the Internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



MOTOROLA SOLUTIONS

500 W Monroe Street
Chicago, IL 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1427435
Contract Number: USC000005995
Contract Modifier: R02-MAR-21 00:23:59

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



500 W Monroe Street
Chicago, IL 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1427435
Contract Number: USC000005995
Contract Modifier: R02-MAR-21 00:23:59

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



MOTOROLA SOLUTIONS

500 W Monroe Street
Chicago, IL 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1427435
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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2016

**Motorola Solutions, Inc.**

500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

Visit our website at www.motorolasolutions.com

ORIGINAL INVOICE

Transaction Number 8230330161	Transaction Date 23-JUN-2021	Transaction Total 33,377.56 USD
P.O. Number	P.O. Date	Customer Account No 1011904811
Payment Terms Net Due in 30 Days	Payment Due Date 23-JUL-2021	
Bill To Address KENT COUNTY COMMISSIONERS ATTN: Accounts Payable 104 VICKERS DR UNIT D CHESTERTOWN MD 21620 United States	Ship To Address KENT COUNTY COMMISSIONERS 104 VICKERS DR UNIT D CHESTERTOWN MD 21620 United States	

IMPORTANT INFORMATION

Service From
01-JUL-2021
Service To
30-JUN-2022

For all invoice payment inquiries contact
SLT3AR@motorolasolutions.com
Telephone: 800-247-2346
Fax: +1(631)883-4238

Sales Order(s): USC000006855-R02-MAR-21 02:27:07

SPECIAL INSTRUCTIONS / COMMENTS

General Comment: Regular Invoice

Total Tax MD 0.00

USD Subtotal	33,377.56
USD Total Tax	0.00
USD Total	33,377.56
USD Amount Due	33,377.56

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 8230330161	Customer Account No 1011904811	Payment Due Date 23-JUL-2021	Transaction Total 33,377.56 USD	Amount Paid
---	--	--	---	--------------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

KENT COUNTY COMMISSIONERS
ATTN: Accounts Payable
104 VICKERS DR UNIT D
CHESTERTOWN MD 21620
United States

Payment Transfer Details

CHICAGO
WIRE Routing Transit Number: 026009593
ACH/EFT Routing Transit Number: 111000012
SWIFT: BOFAUS3N
Bank Account No: 3756319819

Send Payments To:

Motorola Solutions, Inc.
13104 Collections Center Drive
Chicago IL 60693
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com



MOTOROLA SOLUTIONS

SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Contract Number: USC000006855

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the Internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



MOTOROLA SOLUTIONS

SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Contract Number: USC000006855

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm). All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR**



MOTOROLA SOLUTIONS

SERVICE AGREEMENT

1299 E Algonquin Rd
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OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

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12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

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13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

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Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

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MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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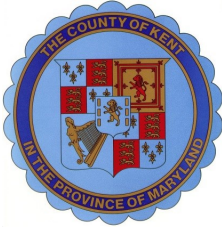
17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018



**Jamie Williams, Director and Jana Carter, Tourism Manager, Economic
& Tourism Development
8/24/2021
County Commissioners Meeting**

Item Summary:

International Underground Railroad Month 2021 Proclamation

ATTACHMENTS:

Description

08.24.21 Proclamation, September 2021 International Underground Railroad Month

Kent County, Maryland



Proclamation

INTERNATIONAL UNDERGROUND RAILROAD MONTH

- WHEREAS,** In recognition of Maryland as being the most powerful destination for authentic Underground Railroad history and in commemoration of all those involved in the Underground Railroad, including Maryland's courageous Harriet Tubman, the brilliant orator Frederick Douglass and thousands of freedom seekers; and
- WHEREAS,** In appreciation of the inspiring efforts of the people of Kent County and all those from around the world who have committed themselves to document and share the Underground Railroad and recognizing that all human beings embrace the right to self-determination and freedom from oppression; and
- WHEREAS,** The National Underground Railroad Network to Freedom Act, acknowledges the significance of the Underground Railroad, and all those involved, for its contribution to the eradication of slavery and to make freedom for all a reality in the United States, and as a cornerstone for a more comprehensive civil rights movement that followed; and
- WHEREAS,** International Underground Railroad Month provides an opportunity for world-wide open dialogue that illuminates the hopes that arise from freedom for all people.

NOW, THEREFORE, We, The County Commissioners of Kent County, Maryland, do hereby proclaim September 2021 as International Underground Railroad Month in Kent County and do commend this observance to all Kent County Citizens.

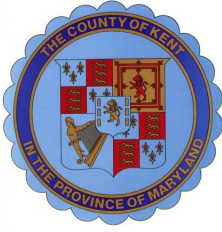
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason

P. Thomas Mason, President

Ronald H. Fithian
Ronald H. Fithian, Member

Robert N. Jacob, Jr.
Robert N. Jacob, Jr., Member



Jamie Williams, Director, Economic & Tourism Development
8/24/2021
County Commissioners Meeting

Item Summary:

Maryland Department of Commerce Modification of Grant Agreement

ATTACHMENTS:

Description

08.24.21 Modification to Grant Agreement, By and Between Department of Commerce and Kent County,
Original Grant Agreement dated April 6, 2021, Online Sales Framework, Telework Opportunities
Original Grant Agreement, Relief Act, Online Sales and Telework, Kent County, SIGNED
Administrative Cost Letter

MODIFICATION TO GRANT AGREEMENT

MODIFICATION TO GRANT AGREEMENT (this "Modification") is entered into as of the 24th day of August 2021, by and between the **DEPARTMENT OF COMMERCE**, a principal department of the State of Maryland (the "Department"), and **Kent COUNTY, MARYLAND**, a body politic and a political subdivision of the State of Maryland ("Grantee").

RECITALS

1. The Department and Grantee entered into a Grant Agreement dated April 6, 2021 (the "Grant Agreement"), pursuant to which the Department approved a grant to Grantee (the "Grant" or "Grant Funds"), to enable Grantee to make grants to businesses to assist the businesses in setting up an online sales framework and offering employees telework opportunities, as further provided in the Grant Agreement (the "Program").
2. Since the effective date of the Grant Agreement, the funding source of that agreement has been changed from funds appropriated to Commerce under the State RELIEF Act to funds made available under the federal American Recovery Act, enabling the Department to alter certain requirements applicable to Grant Funds under the Grant Agreement.
3. Further, the Governor has appropriated, and the General Assembly has approved \$5,000,000 in additional funding to the Department for the purpose of providing grants to employers under the Program (the "Additional Grant Funds").
4. The Department will distribute the Additional Grant Funds to local jurisdictions in the State, with the expectation that local jurisdictions are best positioned to effectively assist local businesses accomplish the goals of the Program.
5. The Department desires to (a) modify certain terms and conditions applicable to any original Grant Funds that Grantee has not already expended under the terms of the Grant Agreement (the "Remaining Grant Funds"), and (b) to award Additional Grant Funds to Grantee, all as more fully described below.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in the Grant Agreement and in this Modification, the parties agree as follows:

Section 1. Subject to Grantee's continued compliance with the provisions of the Grant Agreement and of this Modification:

- (a) The Department agrees to permit Grantee to retain the Remaining Grant Funds and to permit Grantee to expend those Remaining Grant Funds on Eligible Grants

(as defined in the Grant Agreement) in accordance with the terms of the Grant Agreement, as the Grant Agreement may be modified by the terms of this Modification.

- (b) The Department agrees to provide Additional Grant Funds in the amount of **\$15,991.00** to Grantee and Grantee agrees to accept those Additional Grant Funds to provide grants to businesses to carry out the purposes of the Program, in accordance with the terms of the Grant Agreement, as the Grant Agreement may be modified by the terms of this Modification.

Section 2. Sections 1(b), (c), (d), and (e) of the Grant Agreement are modified to provide as follows:

(b) To be eligible for a grant under the Program, an applicant must:

- Have been established prior to March 9, 2020;
- Be registered and in good standing with Maryland SDAT;
- Applicants that have not received a COVID-19 Business Relief Grant or Loan from the Maryland Department of Commerce, or a grant from the Maryland Department of Labor for the purchase of equipment to assist in the expansion of opportunities for telework, will receive priority consideration;
- Currently be in operation;
- Have a physical location within Grantee's jurisdiction; and
- Priority will be given to applicants that do not have more than 20 total employees (including part-time employees), excluding the owner

(c) Costs that Grantee may permit Eligible Grantees to fund with grant proceeds from the Program may include expenses incurred after March 2020 to establish or expand telework opportunities.

(d) Maximum Amount of Grants to Eligible Grantees.

Grantee may establish its own guidelines under the Program to determine the maximum amount of a grant that may be made to a single Eligible Grantee under the Program.

(e) Grantee must disburse the Remaining Grant Funds and the Additional Grant Funds by December 1, 2021.

Section 3. Grantee shall ensure that applications for funding from the Program include the Request for Demographic Information, attached to this Modification as Exhibit A.

Section 4. Grantee shall request disbursement of the Additional Grant Funds by using the request for Disbursement form attached as Exhibit B to this Modification.

Section 5. The report describing the use of the Remaining Grant Funds and the Additional Grant Funds, to be submitted in the form attached as Exhibit C to this Modification, is due December 15, 2021.

Section 6. In all other respects, except as expressly modified, amended, or corrected by this Modification, the provisions of the Grant Agreement remain in full force and effect between the parties.

IN WITNESS WHEREOF, Grantee and the Department have caused this Modification to be executed, sealed, and delivered as of the day and year first above written.

DEPARTMENT OF COMMERCE

By: _____
Kelly M. Schulz
Secretary

GRANTEE:

By: P. Thomas Mason (SEAL)
Name: P. Thomas Mason 8/24/21
Title: President

GRANT AGREEMENT: EXHIBIT A
REQUEST FOR DEMOGRAPHIC INFORMATION FROM APPLICANTS UNDER
THE PROGRAM

EXHIBIT B

REQUEST FOR DISBURSEMENT

1. Grantee's Name and Address:

**County Commissioners of Kent County, Maryland
400 High Street
Chestertown, MD 21620**

2. Grant Amount: \$ **15,991**
3. Amount of Grant Funds Requested: \$ **15,991**
4. FEIN: **52-6000974**

GRANT AGREEMENT: EXHIBIT C
REPORT

GRANTEE: _____

Total Amount of Grant Funds Granted by Commerce to Grantee:
\$ _____

Total # of Eligible Grants Made by Grantee from Grant Funds: _____

Aggregate \$ Amount of Eligible Grants Made by Grantee from Grant Funds:
\$ _____

Grantee shall provide the following information either by using (1) a spreadsheet format provided by Commerce, or (2) a web portal established by Commerce for that purpose, as determined by Commerce:

- Name, location, and FEIN of each grantee
- Amount of grant received by grantee
- Use of grant proceeds
- Demographic information responses of each grantee

Certification:

Grantee hereby certifies that the information listed above is true and accurate:

By: _____(SEAL)

Name: _____

Title: _____

Date: _____

RETURN INFORMATION TO:

FPAA Workflow Coordinator
401 E. Pratt Street, Suite 1760
Baltimore, MD 21202

Or Email: darla.garrett@maryland.gov

Exhibit A (Regarding Item 3.A. of the Application)

This form is for gathering statistical data only. This form will be separated from the application and the information provided in it will not be a part of the application approval process. Furnishing this information is voluntary; failure to do so will have no effect on the approval of the requested financial assistance.

If the applicant will be providing the requested financial assistance to another recipient (e.g. a facility user or borrower), "Respondent" should be the recipient of the financial assistance.

Is Respondent the APPLICANT ☐ and/or RECIPIENT (or FACILITY USER) ☐

Respondent does not wish to furnish this information ☐

If Respondent is a business organization:

If Respondent is a business owned and controlled primarily by individuals who are identified in any of the following categories, please check all the categories that apply:

- Female ☐
- Of Hispanic or Latino origin ☐
- American Indian or Alaska Native ☐
- Asian ☐
- Black or African American ☐
- Native Hawaiian or other Pacific Islander ☐
- White ☐
- Veteran ☐

Is the Respondent a State/Federal/Other certified Minority Business Enterprise?
Yes ☐ No ☐

If yes, please provide your:
State MBE certification number:
Federal 8(a)/SDB certification number:
Identify who the other issuer is and the other certification number:

☐ Respondent is a publicly held entity or other organization not classifiable as owned by individuals of a particular gender, race, ethnicity, or veteran status.

If the Respondent is an individual:

Is the Respondent Female? Yes ☐ No ☐
Is the Respondent of Hispanic or Latino origin? Yes ☐ No ☐
Is the Respondent a Veteran? Yes ☐ No ☐

Which of the following categories describes the Respondent (multiracial respondents may select all applicable racial categories):

- American Indian or Alaska Native ☐
- Asian ☐
- Black or African American ☐
- Native Hawaiian or other Pacific Islander ☐
- White ☐

FOR DEPARTMENT USE ONLY:

Respondent Name: _____

Date: _____

GRANT AGREEMENT

THIS GRANT AGREEMENT (this "Agreement") is entered into as of the 6th day of April 2021, by and between the **DEPARTMENT OF COMMERCE**, a principal department of the State of Maryland (the "Department"), and **Kent County**, a body politic and a political subdivision of the State of Maryland ("Grantee").

RECITALS

1. Pursuant to subsections (f)(3) and (19) of Section 9, and Section 12, of Chapter 39 of the Acts of the Maryland General Assembly of 2021 (Senate Bill 496), known as the RELIEF Act, funds have been made available to the Maryland Economic Development Assistance Authority and Fund ("MEDAAF") to be used to provide grants to businesses to assist the businesses in setting up an online sales framework and offering employees telework opportunities, as further provided in this Agreement (the "Program").
2. The Department has distributed the funds authorized for the Program to local jurisdictions in the State, with the expectation that local jurisdictions are best positioned to effectively assist local businesses accomplish the goals of the Program.
3. The Department has awarded grant funds in the amount of **\$1,599.06** to Grantee (the "Grant" or "Grant Funds"), to be used for the purposes more fully described below.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. Purpose of Grant; Applications.

(a) (i) The purpose of the Grant is to enable Grantee to make grants to businesses to assist the businesses in setting up an online sales framework and offering employees telework opportunities, and for the more specific purposes described in paragraph (b) below.

(ii) Grants to be made by Grantee under the Program are hereinafter referred to as "Eligible Grants". Grantee may only use Grant proceeds to fund Eligible Grants.

(iii) Grantee shall solicit grant applications for grants under the Program from eligible businesses within its jurisdiction.

(iv) Application Requirements. In all applications to be submitted by applicants to the Program, Grantee shall include a request for information about the applicant's demographic information, in the form attached as Exhibit A to this Agreement.

(b) Eligible Grantees under the Program.

To be eligible for a grant under the Program, an applicant must:

- Have been established prior to March 9, 2020;
- Be registered and in good standing with Maryland SDAT;
- Applicants that did not receive a COVID-19 Business Relief Grant or Loan will be prioritized over applicants that received a COVID-19 Business Relief Grant or Loan from the Maryland Department of Commerce;
- Currently be in operation;
- Have a physical location within Grantee's jurisdiction; and
- Not have more than 20 total employees excluding the owner

(c) Costs that Grantee may permit Eligible Grantees to fund with grant proceeds from the Program may include: expenses incurred to establish or expand online sales and/or telework during COVID (after March 2020).

(d) Maximum Amount of Grants to Eligible Grantees.

No single business may receive more than \$5,000 of the Grant Funds in grant funding under the Program.

(e) Eligible Grants shall be disbursed to Eligible Grantees no later than June 30, 2021. Any Grant Funds that Grantee has not disbursed by that date shall be promptly returned to the Department.

2. Grant. Subject to the availability of funds for such purpose, as determined in the sole discretion of the Department, the Department hereby grants to Grantee, and Grantee hereby accepts from the Department, the Grant, to be used by Grantee for the purposes described in Section 1 of this Agreement. The Grant is made subject to the terms and conditions set forth in this Agreement.

3. Conditions for Disbursement. The Department will disburse the proceeds of the Grant to Grantee after execution of this Agreement by both parties and after Grantee submits a request for disbursement attached hereto as Exhibit B.

4. Reports.

(a) By July 31, 2021, Grantee shall submit to the Department:

(i) a report in the form attached hereto as Exhibit C, detailing the use of Grant Funds; and

(ii) copies of the results of the responses to the request for demographic information Grantee is required to request of each applicant for a grant from the Program under Section 1(a) of this Agreement, along with a summary of the results obtained from the responses.

(b) Grantee shall permit any duly authorized representative of the Department or the State of Maryland (the "State") to inspect and audit all records and documents of Grantee relating to the Grant. Any inspections and/or audits under this Agreement shall be made at reasonable times. Grantee shall maintain records and documents concerning the Grant for a period of five (5) years from the date of this Agreement.

(c) Grantee shall require all eligible grantees receiving an Eligible Grant to (i) maintain records evidencing compliance with the requirements of the Eligible Grant for a period of five (5) years from the date of the Eligible Grant, and (ii) permit any duly authorized representative of the Department or the State to inspect and audit all records and documents of the eligible grantee relating to the Eligible Grant.

5. Compliance with Laws.

(a) Grantee will comply with all applicable federal, State and local laws.

(b) Grantee is in compliance with the State's policy concerning drug and alcohol-free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08.

6. Certifications, Representations, and Covenants of Grantee.

(a) Grantee is: (i) duly organized and validly existing under the laws of the State; and (ii) has all requisite power and authority to enter into this Agreement.

(b) This Agreement has been duly executed and delivered by Grantee, in the manner and form which complies with all requirements necessary to make this Agreement the valid and legally binding and enforceable act and agreement of Grantee.

(c) This Agreement has been properly executed by Grantee and: (i) will not violate any provision of law, any order of any court or agency of government, or any provision of Grantee's charter; and (ii) constitutes the valid and legally binding obligations of Grantee, and is fully enforceable against Grantee, in accordance with its terms.

(d) No member, officer, or employee of Grantee, or any of its designees, agents, consultants, and no members of its governing body, who exercises or proceeds of the Grant during such person's tenure, shall have any interest, direct or has exercised

any authority over any economic development projects funded with indirect, in any contract or its proceeds, in any activity, which is part of any economic development projects funded with proceeds of the Grant.

(e) Grantee shall not use any Grant proceeds to make contributions: (i) to any person who holds, or is a candidate for, elected office; (ii) to any political party, organization, or action committee; or (iii) in connection with any political campaign or referendum. In addition, if in any fiscal year ending during the term of this Agreement Grantee derives more than 50% of its operating funds from State funding, it shall not contribute any money or thing of value: (1) to any persons who hold, or are candidates for, elected office; (2) to any political party, organization, or action committee; or (3) in connection with any political campaign or referendum.

(f) Grantee agrees to take all actions requested by the Department which are necessary to meet the requirements or requests of other agencies of the State or the Maryland General Assembly.

7. Defaults, Repayment, and Remedies.

(a) A default under this Agreement shall have occurred if Grantee: (i) uses any proceeds of the Grant for any purpose other than authorized by this Agreement, (ii) breaches any covenant, agreement, provision, representation, or warranty made in this Agreement, or (iii) fails to promptly return proceeds of the Grant that were not used to make Eligible Grants by the date specified in Section 1.

(b) Upon the occurrence of a default under paragraphs 7(a)(i) or (ii) above, Grantee shall have thirty (30) days from the date Grantee receives written notice of the occurrence of such a default from the Department to cure the default. If Grantee fails to cure the default within the thirty-day cure period, the Department may exercise any remedy specified in this Agreement.

(c) Upon the occurrence of a default under the terms of this Agreement, which default remains uncured beyond any applicable grace or cure period provided in this Agreement, the Department may (i) immediately demand repayment of all or a portion of the proceeds of the Grant and/or (ii) proceed to protect and enforce all rights and remedies available to the Department by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement.

(d) All remedies provided for in this Agreement are cumulative and shall be in addition to any and all other rights and remedies available to the Department at law or in equity. The exercise of any right or remedy by the Department shall not in any way constitute a cure or waiver of any default by the Grantee, nor invalidate any

act done pursuant to any notice of default, nor prejudice the Department in the exercise of those rights.

(e) The failure of the Department to insist upon performance of any term of this Agreement shall not be deemed to be a waiver of any term of this Agreement. No act of the Department shall be construed as an election to proceed under any one provision in this Agreement to the exclusion of any other provision.

8. Non-Discrimination. Grantee covenants and shall cause any recipient of Grant funds to covenant that it will not discriminate on the basis of race, color, sex, religion, or national or ethnic origin in its hiring of contractors to carry out any portion of the project funded by proceeds of the Grant. Grantee further covenants and shall cause any recipient of Grant funds to further covenant that it shall prohibit its contractors from engaging in such discrimination in the hiring of subcontractors to carry out any portion of the project funded by proceeds of the Grant.

9. Press Releases. The Department may issue press releases or other promotional materials describing the award of the Grant and the specific purposes for which the Grant was awarded.

10. Indemnification. Grantee releases the State and the Department from, agrees that the State and the Department shall not have any liability for, and, to the extent permitted by law and subject to appropriations, agrees to protect, indemnify and save harmless the State and the Department from and against, any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against, the State and the Department, as a result of or in connection with the Grant or any Eligible Grants. To the extent permitted by law and subject to appropriations, money expended by the Department as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law from the date of such payment, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to the Department. This Section 10 shall survive the termination of this Agreement.

11. Notices; Individual Responsible for Grantee Reports

(a) Any communication permitted or required under this Agreement shall be deemed effective for all purposes as of the date the communication is mailed, postage prepaid, by registered or certified mail, return receipt requested or sent by a reputable delivery service, to be delivered only to the office of the addressee, addressed as follows:

(i) Communications to the Department shall be sent to:

Finance Programs Accounting and Administration
Department of Commerce
401 East Pratt Street, 17th Floor
Baltimore, Maryland 21202
fpaaworkflowcoordinator.commerce@maryland.gov

(ii) Communications to Grantee shall be sent to:

Name: Jamie Williams
Title: Director, Economic & Tourism Development
Address: 400 High Street, Chestertown MD 21620
Email: jlwilliams@kentgov.org

(iii) The individual responsible for providing the report on behalf of Grantee described in Section 4 and Exhibit C of this Agreement will be:

Name: Jamie Williams
Title: Director, Economic & Tourism Development
Address: 400 High Street, Chestertown MD 21620
Email: jlwilliams@kentgov.org
Phone: 410-810-2168

(b) Grantee and the Department may each change the information in (a) above by sending written notice to the other party.

12. Assignment. No right, benefit, or advantage inuring to Grantee under this Agreement and no burden imposed on Grantee hereunder may be assigned without the prior written consent of the Department.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements, representations, and negotiations between the parties hereto with respect to the Grant.

14. Amendment. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the Department and Grantee.

15. Disclaimer of Relationships. Grantee acknowledges that the obligation of the Department is limited to providing the Grant in the manner and on the terms set forth in this Agreement. Nothing in this Agreement, nor any act of either the Department or of Grantee, shall be deemed or construed by either of them, or by third persons, to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, or joint venture, or of any association or relationship whatsoever involving Grantee and the Department.

16. Governing Law. This Agreement shall be governed by and construed according to the laws of the State.

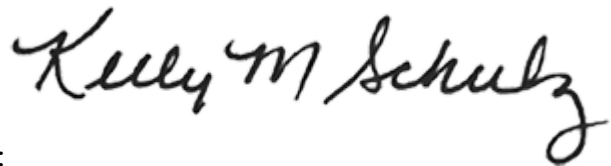
17. Term of This Agreement. Unless sooner terminated by the mutual consent of Grantee and the Department, this Agreement shall terminate upon Grantee's satisfaction of its obligations under the terms of this Agreement.

18. Availability of Funds and Reduction of Grant. Disbursements of Grant proceeds are subject to the continuing availability of funds for such purpose, the State's fiscal position, the Department's financial resources, and compliance with all applicable laws.

19. Counterparts; Signatures. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which, when taken together, shall constitute one document. Signatures provided by facsimile or other electronic means, for example, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

IN WITNESS WHEREOF, Grantee and the Department have caused this Agreement to be executed, sealed and delivered as of the day and year first above written.

DEPARTMENT OF COMMERCE

A handwritten signature in black ink that reads "Kelly M Schulz". The signature is written in a cursive, flowing style.

By:

Kelly M. Schulz
Secretary

GRANTEE:

By: P. Thomas Mason (SEAL)

Name: P. Thomas Mason

Title: President

GRANT AGREEMENT: EXHIBIT A
REQUEST FOR DEMOGRAPHIC INFORMATION FROM APPLICANTS UNDER
THE PROGRAM

EXHIBIT B

REQUEST FOR DISBURSEMENT

1. Grantee's Name and Address:
County Commissioners of Kent County, Maryland
400 High Street
Chestertown, MD 21620
2. Grant Amount: \$ 1,599.06
3. Amount of Grant Funds Requested: \$ 1,599.06
4. FEIN: 52-6000974

GRANT AGREEMENT: EXHIBIT C
REPORT

GRANTEE: _____

Total Amount of Grant Funds Granted by Commerce to Grantee:
\$ _____

Total # of Eligible Grants Made by Grantee from Grant Funds: _____

Aggregate \$ Amount of Eligible Grants Made by Grantee from Grant Funds:
\$ _____

Grantee shall provide the following information either by using (1) a spreadsheet format provided by Commerce, or (2) a web portal established by Commerce for that purpose, as determined by Commerce:

- Name, location, and FEIN of each grantee
- Amount of grant received by grantee
- Use of grant proceeds
- Demographic information responses of each grantee

Certification:

Grantee hereby certifies that the information listed above is true and accurate:

By: _____(SEAL)

Name: _____

Title: _____

Date: _____

RETURN INFORMATION TO:

FPAA Workflow Coordinator
401 E. Pratt Street, Suite 1760
Baltimore, MD 21202

Or Email: darla.garrett@maryland.gov



Larry Hogan | Governor
Boyd Rutherford | Lt. Governor
Kelly M. Schulz | Secretary of Commerce
Signe Pringle | Deputy Secretary of Commerce

August 5, 2021

Re: Supplemental Telework Grants—Administrative Costs

Dear County Leaders and Staff,

I am writing to you today to inform you that just as we had communicated with you on April 1, 2021, regarding the permissible use of a certain portion of RELIEF Act funding for administrative costs, we wanted to clarify that the same standards apply with the new funds that are the source of the Telework grant funds. This will continue to provide your jurisdiction with greater flexibility regarding administrative costs under the supplemental telework grant that has been provided to you by the Maryland Department of Commerce.

For the supplemental telework grant, which was provided to your jurisdiction to provide grants to assist businesses in providing employee telework opportunities, Commerce will allow the use of a portion of each grant to cover **new** expenses incurred by your jurisdiction as a direct result of administering these grant programs.

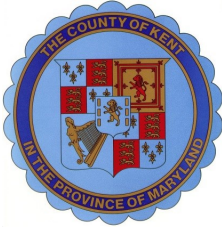
For example, if your jurisdiction has incurred additional costs by having to hire new staff or to hire contractors in order to implement the programs, or has incurred additional copying, printing, or IT costs directly attributable to administration of the programs, those costs may be paid from grant funds. But existing staff costs and operational overhead would not be payable from grant funds.

Please note that no more than 10% of grant funds may be used to pay for administrative costs. And the administrative costs paid from grant funds must be itemized in the final report submitted to Commerce describing the use of grant funds.

Thank you and best of luck with the implementation of these programs.

Sincerely,

Kelly M. Schulz



Jamie Williams, Director, Economic & Tourism Development
8/24/2021
County Commissioners Meeting

Item Summary:

Enterprise Zone Application, Rock Hall

ATTACHMENTS:

Description

Memo Rock Hall Mayor and Council



Memorandum

To: Mayor and Council, Town of Rock Hall
From: Jamie Williams, Director Economic & Tourism Development
Date: August 12, 2021
Subject: Enterprise Zone Application Opportunity

On July 7th, we received confirmation from the Maryland Department of Commerce that Census Tract 9505, Rock Hall, map attached, meets the criteria for an Enterprise Zone (EZ) Tax Credit application. The purpose of an EZ is to provide real property and state income tax credits for businesses located in a Maryland EZ in return for job creation and capital investments.

In order to apply for designation as an enterprise zone, the area must meet the following requirements, as outlined in Economic Development Article, § 5-704:

1. The entire area for which the county and/ or municipality is applying for enterprise zone designation must have been designated as a priority funding area or meet an exception under State Finance and Procurement Article, Subtitle 7B, Annotated Code of Maryland.
2. The area for which the county and/or municipality is applying for enterprise zone designation must satisfy at least one of the following four requirements:
 - The average rate of unemployment is at least 150 percent of the average rate of unemployment in either the State of Maryland or the United States, whichever average rate is greater during that same period;
 - The population is a low-income poverty area in which the proportion of families with less than poverty level incomes is at least 1.25 times the national proportion;
 - At least 70 percent of the families have incomes that are less than an amount equal to 80 percent of the median family income within the political subdivision in which the area is located; or The population in the area decreased by 10 percent between the date of the most recent census and the date of the immediately preceding census and either chronic abandonment or demolition of the property is occurring in that area or substantial property tax arrearages exist within the area.

According to the excel spreadsheet, attached, Census Tract 9505 meets the criteria based on the 125% Poverty Rate.

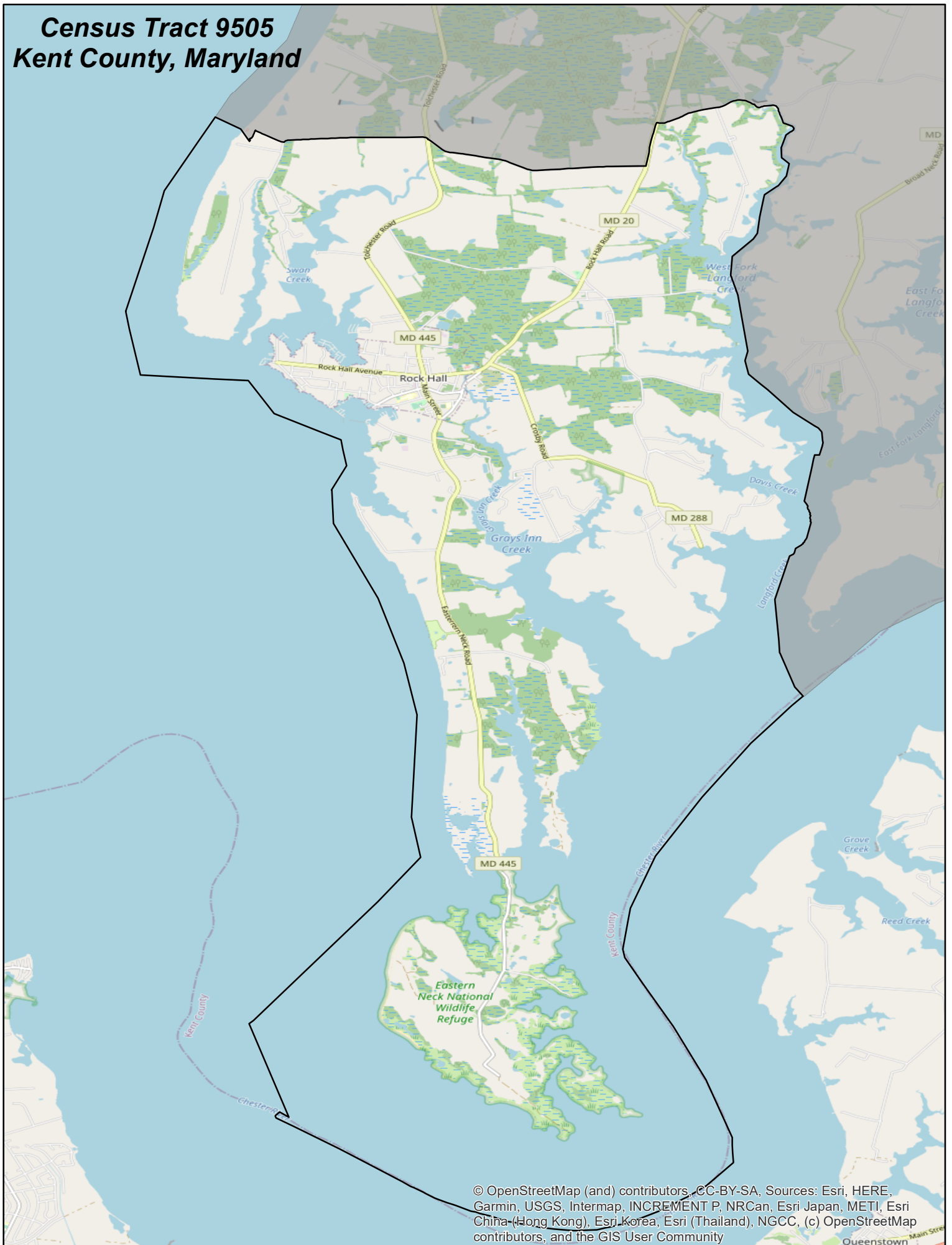
The key incentive is the local (town and county) property tax credit, a 10-year credit on the increased assessed value of the expansion, renovation, or capital improvement. The amount of the annual credit is 80% of the “eligible assessment” in each of the first 5 years. The credit decreases 10% annually for each of the subsequent 5 years. The state reimburses the town and county 50% of the credit issued.

Creating an EZ does not change or otherwise effect local zoning control, regulations, or ordinances. An EZ program is a valuable incentive to promote job creation and capital investment within the existing business community and an essential tool to position Kent County to compete with surrounding jurisdictions to attract new businesses to our communities.

The application deadline for the Fall 2021 Designation is October 15, 2021. The County will prepare and submit the application collaborating with the Town on meeting all the requirements. The County Economic & Tourism Director would be the Zone Administrator and work with the Town to process applications, certify properties, and work with the County Office of Finance to ensure credits are issued and State reimbursement is requested.

The application is approximately 40 pages and will require several hours of staff time. Prior to proceeding we want to ensure the Mayor and Council agree in concept. The Mayor and Council will have several opportunities to review and weigh in on the application prior to submission. A joint public hearing and resolutions from both the Town and County are required components of the application process.

Census Tract 9505 Kent County, Maryland



Geography	Metric					
	Poverty Rate	125% Poverty Rate	Unemployment Rate	150% UER	Median Family Income	70% of Families with 80% of MFI
United States	9.5	11.9	7.1	10.7%		
Maryland			6.2	9.3%		
Kent County					\$ 84,525	\$ 67,620

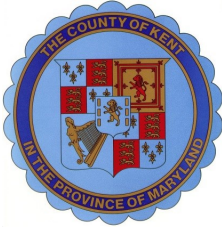
Census Tract						
Census Tract 9501, Kent County, Maryland	6.5	FALSE	6.2%	FALSE	39.3%	FALSE
Census Tract 9502, Kent County, Maryland	5.1	FALSE	7.9%	FALSE	38.3%	FALSE
Census Tract 9503, Kent County, Maryland	3.4	FALSE	4.1%	FALSE	40.3%	FALSE
Census Tract 9504, Kent County, Maryland	5.4	FALSE	2.6%	FALSE	38.0%	FALSE
Census Tract 9505, Kent County, Maryland	15.3	TRUE	5.8%	FALSE	50.6%	FALSE
Census Tract 9900, Kent County, Maryland	-	NA	0.0%	FALSE	-	NA

Metric	Definition
Family Income	At least 70% of families living in area or within a reasonable proximity within that area have incomes that are less than an amount 80% of the Median Family Income (AFI) within the political subdivision in which the area is located.
Unemployment Rate	18-month Unemployment rate must be greater than 150% of US or Maryland unemployment rate, whichever is higher.
Poverty Level	The population is in a low income poverty area in which the proportion of families in poverty is at least 125% greater than the national average.

Source	Table	Year
county to income		
US Census, ACS (5-year)	S1901	2019
MD Labor, LAUS & US Census, ACS. BLS	S2301	November 2019- April 2021
living in		
US Census, ACS (5-year)	S1702	2019

Note

Summation of share of families
income ranges that are less than
the value associated with 80% of
County MFI



Jamie Williams, Director, Economic & Tourism Development
8/24/2021
County Commissioners Meeting

Item Summary:

Revolving Loan Fund Update

ATTACHMENTS:

Description



Bill Mackey, Director, Planning, Housing, and Zoning
8/24/2021
County Commissioners Meeting

Item Summary:

Kent County is the recipient of federal grant funds for \$1,332,475.00 via the Maryland Department of Housing and Community Development (DHCD) for the Emergency Rental Assistance Program (ERAP). As part of the implementation process, the County will pass through the funding to the Maryland Rural Development Corporation (MRDC) to provide services directly to clientele. In order to pass funding through, MRDC must agree to uphold the standards related to the ERAP program for the grant. The sub-recipient document was provided by DHCD as part of the agreement signed with the County for use by the County with the subrecipient, in order to provide for requirements and obligations.

ATTACHMENTS:

Description

08.24.21 Emergency Rental Assistance Program Subrecipient Agreement, By and Between Maryland rural Development Corporation and County Commissioners of Kent County, Department of Housing and Community Development (DHCD)

Attachment to Subrecipient Agreement

**EMERGENCY RENTAL ASSISTANCE PROGRAM
SUBRECIPIENT AGREEMENT**

THIS AGREEMENT (the "**Agreement**") is made this 24th day of August, 2021 by and between Maryland Rural Development Corporation, a designated non-profit organization under the laws of the State of Maryland (hereinafter referred to as "**Subrecipient**") and County Commissioners of Kent County, a governing body of Kent County of the State of Maryland (hereinafter called the "**Grantee**").

EXPLANATORY STATEMENT

WHEREAS, the Department of Housing and Community Development, a principal department of the State of Maryland ("**DHCD**"), receives funding for the Emergency Rental Assistance Program (the "**Program**"), from the United States Department of the Treasury ("**Treasury**"), pursuant to the Consolidated Appropriations Act, 2021 (Pub L. No.116-260) (the "**Act**") and any applicable regulations related thereto (the "**Regulations**").

WHEREAS, DHCD has awarded Grantee a Program grant (the "**Grant**") for the period February 1, 2021 through September 30, 2022. Grantee is authorized to use the Program funds for costs consistent with the terms and conditions of the source of the funds, which are primarily costs directly related to rental assistance, utility assistance, housing relocation, housing stability case management (including legal services), and administration of such assistance for persons living in rental housing who are at-risk of eviction or utility shutoff.

WHEREAS, the provisions of the Act, the Regulations, and DHCD's Emergency Rental Assistance Program Policy Guide, as amended from time to time (the "**Policy Guide**"), are hereby incorporated into this Agreement as if fully restated herein.

WHEREAS, Grantee has agreed to comply with the requirements of the Program as set forth in its Grant Agreement with DHCD (hereinafter the "**Contract**"), has designated Subrecipient to provide services according to the application Grantee submitted to DHCD, and has allocated some or all of its award to Subrecipient for that purpose.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and intending to be legally bound, the parties agree as follows:

1. Subrecipient shall faithfully perform and certify the operation of the "Project" as outlined in the Contract.
2. The provisions of this Agreement, the Contract, the Act, the Policy Guide, and the Regulations shall be binding on the Subrecipient.

3. Grantee, as recipient of grant funds, shall reimburse or advance Subrecipient monthly in an amount equal to the actual expenses incurred or expected to occur for approved Grant activities as certified to Grantee by Subrecipient in its request for disbursement. Receipt of the Grant funds from DHCD is a condition precedent to the Grantee's disbursement obligation as set forth in this paragraph.

4. Records; Reporting Requirements; Inspections.

- a) General Requirements of Records. Subrecipient shall maintain accurate financial records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of the Grant for the Project for a period of five (5) years following the termination of this Agreement. Subrecipient shall provide the Grantee with copies of any audits performed on Subrecipient's records by other entities. Subrecipient shall make these records, and its administrative offices, personnel, whether full-time, part-time, consultants or volunteers, who are involved in the Project available to the Grantee or DHCD upon request. Reports will be provided to Grantee's Contact set forth in Section 8 of this Agreement for approval and forwarding to DHCD by the Grantee.
- b) Data Collection and Reporting Requirements.
 - A. Subrecipient shall collect certain data from each household applicant in accordance with DHCD's standards as set forth in the Policy Guide. Records shall include all households that apply for assistance, regardless of whether the applicants were approved to receive assistance.
 - B. Subrecipient shall implement sufficient data privacy and security protocols for both paper record storage and its electronic databases as required by the Policy Guide to protect the personal information of households applying for assistance.
 - C. Subrecipient will submit regular reports, including the Monthly Household Applicant Report, to the Grantee in the manner and form determined by DHCD.

5. Certifications Regarding the Program.

- a) Subrecipient will create standard policies and procedures for evaluating individuals' and families' eligibility for assistance under the Program;
- b) Grantee will make a certification prohibiting the use of federal funds for lobbying in the form attached as Exhibit D to the Contract.
- c) In the event that Subrecipient provides direct payments to landlords on behalf of eligible households, they may be required to enter into agreements with the landlords regarding certain landlord requirements landlords must accept as a condition to receiving payments directly. Landlord requirements may include, but are not limited to, waiving late fees, interest charges, and court fees; withdrawal of existing eviction filings; agreements not to initiate new eviction filings or request warrants of restitution for a period of time following

receipt of payment; and requirements to offer short-term lease renewals to current tenants. Any landlord requirements shall be set forth in the Policy Guide.

- d) Subrecipient may offer payments directly to eligible households only after documenting that it has made reasonable efforts to obtain the cooperation of landlords and utility providers by following the outreach requirements set forth in the Policy Manual.

6. Subrecipient agrees to hold Grantee harmless and to indemnify Grantee against all claims, suits and actions arising out of any of Subrecipient's duties and obligations under this Agreement. In addition, the parties agree that Subrecipient shall act as an independent contractor for the purposes of fulfilling its duties and obligations under this Agreement.

7. Subrecipient shall be subject to the same terms and conditions applicable to the Grantee as contained in the Contract between the Grantee and DHCD. Should a conflict arise during the performance of administration of the Project between this Agreement and the Contract the terms of the Contract shall prevail.

8. Subrecipient acknowledges that the Grantee has designated N. Salvaje whose title and address are Project Manager, 19 Bay St #2 Easton, MD 21601 to administer the Contract. This designation may be revised from time to time by Grantee by written notice to Subrecipient.

9. Subrecipient shall participate in all applicable required trainings offered by DHCD in relation to the Program.

10. In performance of its obligations under the Agreement, Subrecipient, its agents, employees and assigns, shall comply with all applicable State of Maryland (the "State") and federal laws and requirements.

11. Nondiscrimination, Fair Practices, and Drug And Alcohol Free Certifications:

- a) Subrecipient certifies that it does not discriminate and prohibits discrimination in, and shall not exclude from the participation in, or deny the benefit of any program or activity funded in whole or in part with the Grant, on the basis of political or religious opinion or affiliation, marital status, race, color, creed, or national origin, or sex or age, except when age or sex constitutes a bona fide occupational qualification, sexual orientation, gender identity, or the physical or mental handicap of a qualified handicapped individual.
- b) Subrecipient shall comply with the provisions of all federal, State and local laws prohibiting discrimination in housing on the grounds of race, color, religion, national origin, sex, marital status, physical or mental disability, sexual orientation, age, gender identity, genetic information, or an individual's refusal to submit to a genetic test or make available the results of a genetic test, including Title VI and VII of the Civil Rights Act of 1964, as amended (Public Law 88-352); Title VIII of the Civil Rights Act of 1968, as amended (Public Law 90-284); the Fair Housing Act (42 U.S.C. §§3601-3620); the Americans with Disabilities Act of 1990, as amended; and Title 20 of the State Government Article of the Annotated Code of Maryland, as amended.

- c) Subrecipient shall comply with the provisions of the Governor's Executive Order 01.01.1989.18 regarding a drug- and alcohol-free workplace and any regulations promulgated thereunder.

12. If Subrecipient engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by the Grant and participation must be voluntary for the beneficiaries of the programs or activities that receive funds from the Grant.

13. A person who is an employee, agent, consultant, officer, or elected or appointed official of Subrecipient (an "**Interested Person**") and who exercises or has exercised any functions or responsibilities with respect to activities assisted through the Grant funds, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may not approve an application for assistance provided by the Grant funds if such approval would provide a personal or financial interest or benefit to the Interested Person, or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

14. A default under this Agreement shall occur if there is a breach of any covenant, agreement, provision, representation, warranty or certification of Subrecipient which was made in this Agreement.

15. This Agreement shall not be construed to imply that Grantee will pay for any expenses incurred by Subrecipient beyond the period ending September 30, 2022.

WITNESS the hands and seals of the parties hereto, with the specific intention of creating a document under seal.

WITNESS/ATTEST:

Lacey L. Cox
Witness Signature

GRANTEE NAME

By: P. Thomas Mason (SEAL)
Signature

Name: P. Thomas Mason
Title: President

WITNESS/ATTEST:

Witness Signature

SUBRECIPIENT NAME

By: Christopher Benzing (SEAL)
Signature

Name: Christopher Benzing
Title: Executive Director

EXHIBIT D

EMERGENCY RENTAL ASSISTANCE PROGRAM – CERTIFICATION PROHIBITING THE USE OF FEDERAL FUNDS FOR LOBBYING

Grantee hereby certifies that to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The State shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all **subrecipients** shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any persons who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

County Commissioners of Kent County
Full Name of the Subrecipient

By: P. Thomas Mason
Authorized Signature for the Subrecipient

8/24/21
Date

P. Thomas Mason, President
Printed Name and Title

**EMERGENCY RENTAL ASSISTANCE PROGRAM
GRANT AGREEMENT
(ERAP)**

THIS EMERGENCY RENTAL ASSISTANCE PROGRAM GRANT AGREEMENT (the "**Agreement**") is entered into as of the Effective Date (as defined in Section 17 hereof) by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a principal department of the State of Maryland (the "**Department**"), and the County Commissioners of Kent County, a **body politic and corporate entity** of the State of Maryland (F.I.D. 52-6000974) (the "**Grantee**").

RECITALS

WHEREAS, the Department receives funding for the Emergency Rental Assistance Program (the "**Program**"), from the United States Department of the Treasury ("**Treasury**"), pursuant to the Consolidated Appropriations Act, 2021 (Pub L. No.116-260) (the "**Act**") and any applicable regulations related thereto (the "**Regulations**").

WHEREAS, the Department distributes funding received for the Program to eligible recipients (the "**Grantees**"). The Grantees are authorized to use the Program funds for costs consistent with the terms and conditions of the source of the funds, which are primarily costs directly related to rental assistance, utility assistance, housing relocation, housing stability case management (including legal services), and administration of such assistance for persons living in rental housing who are at-risk of eviction or utility shutoff.

WHEREAS, the Grantee may distribute all or any portion of funding received under the Program to State of Maryland (the "**State**") nonprofit organizations or local government agencies providing services to eligible recipients of Program funds (the "**Subrecipients**") or directly to eligible households.

WHEREAS, Grantee has submitted an application (the "**Application**") or a plan (the "**Plan**") to the Department, and the Application or Plan, as applicable, describes certain activities which are eligible for funding under the Program.

WHEREAS, in reliance upon the statements, representations and certifications contained in the Application or Plan, as applicable, the Department has approved a grant award to Grantee.

WHEREAS, the provisions of the Act, the Regulations, and the Department's Emergency Rental Assistance Program Policy Guide, as amended from time to time (the "**Policy Guide**"), are hereby incorporated into this Agreement as if fully restated herein.

AGREEMENT

IN CONSIDERATION of the Recitals (which are incorporated herein by reference) and other good and valuable considerations, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

1) Grant; Department's Program Manager.

- a) The Department shall provide Grantee grant funds in an amount not to exceed One Million, Three Hundred Thirty Two Thousand, Four Hundred Seventy Five and 00/100 Dollars ~~(\$~~**1,332,475.00**) (the "Grant"). Disbursement of the Grant is subject to the availability and receipt of grant funds from Treasury.
- b) Grantee shall use the Grant to carry out the approved activities described in the attached **Exhibit A** (the "Project"). Grantee certifies its activities are eligible activities as set forth in the Act.
- c) The Department designates the Program Manager to serve as the Department's program coordinator for this Agreement (the "Program Manager").

2) Intentionally deleted.

3) Expenditure of the Grant.

- a) Grantee may use a portion of the Grant, as determined by the Department and in accordance with the Act, for its administrative expenses attributable to providing financial assistance and housing stability services.
- b) The expenditure period for the Grant (the "Grant Period") shall commence on February 1, 2021 and terminate on September 30, 2022 (the "Termination Date").
- c) All expenses related to approved activities which will be paid for with the proceeds of the Grant must be incurred during the Grant Period. The Department, in its sole discretion, may approve expenses incurred outside of the Grant Period.
- d) To ensure Grant funds are spent quickly on eligible activities, the following progressive expenditure deadlines and recapture provisions apply:
 - A. If the Grantee has not expended at least 50 percent (50%) of the Grant on or before July 30, 2021, the Department may recapture and reallocate the Grant funds that have not been expended.
 - B. If the Grantee has not expended at least 75 percent (75%) of the Grant on or before September 30, 2021, the Department may recapture and reallocate the Grant funds that have not been expended.
- e) Grantee shall return any Grant funds that have not been expended in accordance with Section 3 immediately to the Department, and Grantee shall have no further rights with respect to such funds. The Department shall have the rights and remedies with respect to unexpended funds as provided by Section 10.

4) Applicability to Subrecipients.

- a) In the event that the approved Grant activity is to be performed by a Subrecipient, the provisions of this Agreement, the Act, the Policy Guide, and the Regulations shall be binding on such Subrecipient. This shall be accomplished by written agreement between Grantee and the Subrecipient that includes, at a minimum, the provisions set forth in the attached **Exhibit B** (the "**Sample Subrecipient Agreement**"). Where the term "**Grantee**" appears in this Agreement it shall be interpreted to include any Subrecipient. Grantee acknowledges and agrees that Grantee has the ultimate legal responsibility for ensuring compliance with the requirements of this Agreement, the Act, the Policy Guide, and the Regulations.
- b) If a Subrecipient engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by the Grant and participation must be voluntary for the beneficiaries of the programs or activities that receive funds from the Grant.

5) Disbursement.

- a) The Department, in its sole discretion, may disburse the Grant in advance of, or as reimbursement for, expenditures by Grantee for the approved activities upon receipt by the Department of a completed request for disbursement in the manner and form determined by the Department. A request for disbursement shall identify in detail all expenses incurred or to be incurred for which reimbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses required by the Department. A request for reimbursement must be based on the actual expenses incurred by Grantee for approved grant activities and Grantee's actual cash disbursement for approved grant activities.
- b) **All requests for disbursement must be submitted to the Department on a monthly basis**, in the manner and form determined by the Department. Grantee shall submit a household applicant report (the "**Monthly Household Applicant Report**") as an attachment to each request for disbursement.
- c) The Department reserves the right not to disburse any Grant funds if, in the Department's determination:
 - A. Grantee has failed to supply a material fact in a request for disbursement;
 - B. Grantee's disbursement request, when combined with all prior disbursement requests, exceeds the total amount of the Grant;
 - C. Grantee has used any portion of the Grant for uses or activities other than the Project, or in a manner inconsistent with the terms and conditions of this Agreement, the Act, the Regulations, and the Policy Guide; or
 - D. Grantee is in default under any other term or condition contained in this Agreement.

6) Records; Data Collection and Reporting Requirements; Inspections.

- a) General Requirements of Records. Grantee shall maintain accurate financial records in a form acceptable to the Department of all transactions relating to the receipt and expenditure of the Grant for the Project for a period of five (5) years following the termination of this Agreement. Grantee shall provide the Program Manager with copies of any audits performed on Grantee's records by other entities. Grantee shall make these records, and its administrative offices, personnel, whether full-time, part-time, consultants or volunteers, who are involved in the Project available to the Department upon request.
- b) Data Collection and Reporting Requirements.
 - A. Grantee shall, and shall require its Subrecipient(s) to, collect certain data from each household applicant in accordance with the Department's standards as described in the Policy Guide. Records shall include all households that apply for assistance, regardless of whether the applicants were approved to receive assistance.
 - B. Grantee shall implement, and shall require its Subrecipient(s) to implement, sufficient data privacy and security protocols for both paper record storage and its electronic databases as required by the Policy Guide to protect the personal information of households applying for assistance.
 - C. Grantee will submit regular reports, including the Monthly Household Applicant Report, in the manner and form determined by the Department.
 - D. Grantee shall bear primary responsibility for the accuracy of all data submitted to the Department. If incorrect data is discovered post-submission, Grantee will notify the Department promptly in writing and resubmit corrected data in accordance with the time limits and requirements set forth in the Policy Guide.
 - E. The Grantee acknowledges that the Department has ownership of all information submitted to the Department.
 - F. In the event that the database into which the Grantee submits its data ceases to exist, the Grantee will be notified and provided reasonable time to access and save applicable statistical and frequency data. The aggregate data up to the point of termination may be either electronically or physically stored by the Department for future reference.
 - G. Grantee is responsible for meeting any additional reporting requirements that Treasury or the Department determine is necessary.
- c) Inspection. All financial and programmatic records of the Grantee related to the Grant shall be available for inspection by authorized personnel of the Department and agents of the federal government. The Grantee shall further permit the Department to perform program monitoring, evaluation and audit activities as determined to be necessary, at the

discretion of the Department. The Department may conduct inspections of the Project at any time during the term of this Agreement.

7) General Covenants.

- a) Grantee shall comply with all applicable laws, regulations, terms, and conditions established by Treasury, the Department and the State with respect to the use of Grant funds.
- b) Grantee must notify and obtain written approval of the Program Manager for any change in the allocation of funds in the budget line items set forth in the Project. A written approval of a change in the budget from the Program Manager will not require an amendment to this Agreement, so long as the amount of the Grant does not change.
- c) Grantee shall establish a formal written process, satisfactory to the Department, to address the termination or denial of any assistance under the Program.
- d) Grantee and Subrecipients shall participate in all applicable required trainings offered by the Department in relation to the Program.

8) Grantee's Certifications. Grantee certifies to the Department that:

- a) Grantee is duly organized and validly existing under the laws of the jurisdiction of which Grantee is a part, and has all requisite power and authority to enter into and consummate the transactions contemplated by this Agreement.
- b) This Agreement has been duly authorized, executed and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee.
- c) Insofar as the capacity of Grantee to carry out its obligation under this Agreement is concerned: (A) Grantee is not in material violation of its charter, any statute, rule or regulations, or any mortgage, indenture, agreement, instrument, judgment, decree, order, and (B) the execution and performance of this Agreement will not result in any such violation.
- d) A person who is an employee, agent, consultant, officer, or elected or appointed official of Grantee (an "**Interested Person**") and who exercises or has exercised any functions or responsibilities with respect to activities assisted through the Grant funds, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may not approve an application for assistance provided by the Grant funds if such approval would provide a personal or financial interest or benefit to the Interested Person, or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- e) The representations, statements, certifications and other matters contained in the Application or the Plan, as applicable, are and remain true and complete in all material

respects.

- f) Grantee has or shall comply with all special conditions set forth in the attached Exhibit C.
- g) All federal, State and local government approvals, permits and reviews which may be required to begin and complete the Project have been obtained or Grantee has reasonable assurances that they will be obtained.
- h) Grantee certifies that all of the Grant funds will be used for eligible Program activities as defined in the Act and Regulations.
- i) Any portion of the Grant which Grantee has given to a Subrecipient is being used and will continue to be used for eligible activities as set forth in the Act and Regulations.
- j) Nondiscrimination, Fair Practices, and Drug and Alcohol Free Certifications:
 - A. Grantee certifies that it does not discriminate and prohibits discrimination in, and shall not exclude from the participation in, or deny the benefit of any program or activity funded in whole or in part with the Grant, on the basis of political or religious opinion or affiliation, marital status, race, color, creed or national origin, or sex or age, except when age or sex constitutes a bona fide occupational qualification, sexual orientation, gender identity, or the physical or mental handicap of a qualified handicapped individual.
 - B. Grantee shall comply with the provisions of all federal, State and local laws prohibiting discrimination in housing on the grounds of race, color, religion, national origin, sex, marital status, physical or mental disability, sexual orientation, age, gender identity, genetic information, or an individual's refusal to submit to a genetic test or make available the results of a genetic test, including Title VI and VII of the Civil Rights Act of 1964, as amended (Public Law 88-352); and Title VIII of the Civil Rights Act of 1968, as amended (Public Law 90-284); the Fair Housing Act (42 U.S.C. §§3601-3620); the Americans with Disabilities Act of 1990, as amended; and Title 20 of the State Government Article of the Annotated Code of Maryland, as amended.
 - C. Grantee shall comply with the provisions of the Governor's Executive Order 01.01.1989.18 regarding a drug- and alcohol-free workplace and any regulations promulgated thereunder.

9) Certifications Regarding the Program.

- a) Grantee will create standard policies and procedures for evaluating individuals' and families' eligibility for assistance under the Program.
- b) Grantee will make a certification prohibiting the use of federal funds for lobbying in the form attached as Exhibit D.

- c) Grantee will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, *et seq.*) and any related regulations, insofar as it is applicable to the Grantee and Subrecipients.
- d) In the event that Grantee or its Subrecipients provide direct payments to landlords on behalf of eligible households, they may be required to enter into agreements with the landlords regarding certain landlord requirements landlords must accept as a condition to receiving payments directly. Landlord requirements may include, but are not limited to, waiving late fees, interest charges, and court fees; withdrawal of existing eviction filings; agreements not to initiate new eviction filings or request warrants of restitution for a period of time following receipt of payment; and requirements to offer short-term lease renewals to current tenants. Any landlord requirements shall be set forth in the Policy Guide.
- e) Grantee may offer payments directly to eligible households only after documenting that it has made reasonable efforts to obtain the cooperation of landlords and utility providers by following the outreach requirements set forth in the Policy Manual.

10) Default, Repayment and Remedies; Termination.

- a) A default under this Agreement shall occur if:
 - A. Grantee fails to expend the Grant funds within the time frames set forth in Section 3;
 - B. There is any use of the Grant by Grantee, or any Subrecipient, for any purpose other than as authorized by the Act, the Regulations, the Policy Guide, and this Agreement, and as specifically described in the Project Description attached as Exhibit A; or
 - C. There is a breach of any covenant, agreement, provision, representation, warranty or certification of Grantee which was made in this Agreement or the Application or Plan, as applicable.
- b) If a default described in Section 10(a)(A) of this Agreement occurs, the Department may demand the immediate repayment from Grantee, and Grantee shall immediately repay to the Department any Grant funds not expended within the time frames set forth in Section 3 of this Agreement.
- c) Other than as set forth in Section 10(b) of this Agreement, the Department shall have the right to declare a default of this Agreement by notice to Grantee and Grantee shall have 30 days from the date the Grantee receives the notice to cure the default. If Grantee has not cured the default to the satisfaction of the Department by the conclusion of the 30-day period, this Agreement shall terminate at the end of the 30-day period and the Department may demand immediate repayment of the Grant.
- d) Notwithstanding the foregoing notice and cure period set forth in Section 10(c), in the event that Treasury requires the repayment of any Grant funds, Grantee shall immediately return the Grant funds to the Department.
- e) In the event of termination of the Agreement, whether due to default or otherwise:

- A. Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not disbursed; and
 - B. The Department may demand the immediate repayment of all or a portion of the Grant which has been disbursed.
- f) The Department's remedies may be exercised contemporaneously, and all of such rights shall survive any termination of this Agreement.
- g) If a default occurs, the Department may at any time proceed to protect and enforce all rights available to the Department under the Regulations, the Act, at law or in equity, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement. Furthermore, no failure or delay of the Department to exercise any right, power or remedy consequent upon a default shall constitute a waiver of any such term, condition, covenant, certification or agreement or of any such default or preclude the Department from exercising any such right, power or remedy at any later time or times.
- 11) Indemnification. To the extent permitted by the laws of the State, and subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.) (the "LGTC") and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time, and except in the event of the Department's negligence or willful misconduct or the negligence or willful misconduct of the Department's officers, agents, employees, successors and assigns, Grantee shall indemnify and hold harmless, the Department, its officers, agents, employees, successors and assigns against liability for any suits, actions or claims of any character arising from or relating to the performance by Grantee (or its officers, agents, employees, successors or assigns) of any of its rights or obligations under this Agreement. If Grantee is a local government, its chief executive officer hereby agrees to use his or her best efforts to include a request in the Annual Budget and Appropriation ordinance to appropriate funds in the event there is an otherwise indemnifiable cost to the Department under this Section 11.
- 12) Notice Regarding Disclosure of Information Relating to the Project.
- a) The Department intends to make available to the public certain information regarding the Project and the Grantee.
 - b) The Department may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources.
 - c) The Department may be required to disclose information in response to a request for information made pursuant to the Public Information Act, General Provisions Article, §4-101 et seq. of the Annotated Code of Maryland (the "PIA"). Information that may be disclosed includes, among other things, the name of the Grantee; the name, location, and

description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the Application or Plan, as applicable; a copy of the Application or Plan; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions or matching funds from the Grantee. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure and provide an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA.

13) Notices. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

- a) Communications to the Department shall be mailed to:
ERAP Program Manager, Division of Neighborhood Revitalization, Department of Housing and Community Development, 7800 Harkins Rd, Lanham, MD 20706.
- b) Communications to the Grantee shall be mailed to:

Neoma Rohman-Salvaje, Grant Administrator
Eleventh House Solutions
4023 Kennett Pike, Suite 50363
Wilmington, DE 19807

William A. Mackey, AICP, Director
Kent County Department of Planning, Housing, and Zoning;
400 High Street, Suite 103
Chestertown, MD 21620

14) Amendment. Other than as set forth in Section 7(b), this Agreement or any part hereof may be amended from time to time only by a written instrument executed by both of the parties.

15) Assignment. This Agreement may not be assigned without the prior written approval of the Department.

16) Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State without giving effect to its conflict of laws provisions.

17) Term of Agreement. Unless sooner terminated pursuant to Section 10 of this Agreement or by the mutual consent of Grantee and the Department, the term of this Agreement shall be from the date of execution of this Agreement by the Department (the "Effective Date") until the proceeds of the Grant have been either disbursed or returned to the Department, all reports and records due by Grantee to the Department have been received and approved by the Department,

and there has been a final settlement and conclusion between the Department and Grantee of all issues arising out of the Grant.

- 18) Execution. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or the amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement or any amendments thereto and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes. Without limitation, "electronic signature" shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS, the parties hereto have caused this Emergency Rental Assistance Program Agreement to be executed under seal by its duly authorized officer(s) as of the Effective Date.

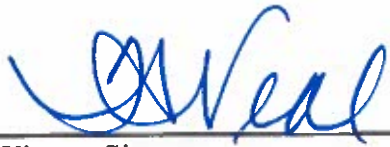
WITNESS/ATTEST:


Witness Signature

~~President~~, County Commissioners of Kent County

By: P. Thomas Mason (SEAL)
Name: P. Thomas Mason
Title: President

DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT, a
principal department of the State of Maryland


Witness Signature

By:  (SEAL)
Kenneth C. Holt
Secretary

7/16/21
Date Executed on behalf of Department
(Effective Date)


Approved for form and legal sufficiency
by Assistant Attorney General

Attachments

- Exhibit A - Project
- Exhibit B - Sample Subrecipient Agreement (Executed Subrecipient Agreements to be maintained in Grantee's Records)
- Exhibit C - Special Conditions
- Exhibit D - Certification Prohibiting the Use of Federal Funds for Lobbying
- Exhibit E - Debarment Affidavit (for nonprofit organizations to complete)
- Exhibit F - Nonprofit Subrecipient Certifications (as applicable)
- Exhibit G - Subaward Data
- Exhibit H - Sample Corporate Resolution (for nonprofit organizations)

STATE ERAP BUDGET

Activity	Kent County	Maryland Rural Development Corporation	Total Budget	Projected Households Served
Direct Financial Assistance (Minimum 90% of Total Award)				123
Rental Assistance	\$0.00	\$919,395.33	\$919,395.33	
Utility Assistance	\$0.00	\$245,172.09	\$245,172.09	
Other Housing-Related Costs	\$0.00	\$61,293.02	\$61,293.02	
DFA Administrative Cost (Direct and Indirect) ¹	\$0.00	\$106,596.56	\$106,596.56	
Subtotal	\$0.00	\$1,332,457.00	\$1,332,457.00	
Housing Stability Services (Maximum 10% of Award)				
Services Costs			\$0.00	
HSS Administrative Cost (Direct and Indirect) ²			\$0.00	
Subtotal	\$0.00	\$0.00	\$0.00	
Total	\$0.00	\$1,332,457.00	\$1,332,457.00	123

¹ Administrative costs related to the provision of direct financial assistance. May not exceed 8% of the total funds allocated to direct financial assistance activity.

² Administrative costs related to the provision of housing stability services. May not exceed 8% of the total funds allocated to housing stability services activity.

ELIGIBLE HOUSEHOLDS & PRIORITIZATION

An "eligible household" is defined as a renter household in which at least one or more individuals meets the following criteria:

1. Qualifies for unemployment or has experienced a reduction in household income, incurred significant costs, or experienced a financial hardship due to COVID-19;
2. Demonstrates a risk of experiencing homelessness or housing instability; and
3. Has a household income at or below 80 percent of the area median.

Eligible households that include an individual who has been unemployed for the 90 days prior to application for assistance and households with income at or below 50 percent of the area median are to be prioritized for assistance.

total award	hours per week	4	45	#REF!
\$1,332,457.00				
#REF!				

			% of total award
8% admin erap available	\$106,596.56	#REF!	#REF!
CDBG CV1 funds	\$84,246.39	#REF!	#REF!
	\$190,842.95	#REF!	#REF!
Total program	\$1,416,703.39		

EXHIBIT B

SAMPLE EMERGENCY RENTAL ASSISTANCE PROGRAM SUBRECIPIENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made this ____ day of _____, 20__ by and between _____, a [corporate entity incorporated][limited liability company formed] under the laws of the State of Maryland (hereinafter referred to as "Subrecipient") and _____, a [body politic and corporate][corporate entity][limited liability company] of the State of Maryland (hereinafter called the "Grantee").

EXPLANATORY STATEMENT

WHEREAS, the Department of Housing and Community Development, a principal department of the State of Maryland ("DHCD"), receives funding for the Emergency Rental Assistance Program (the "**Program**"), from the United States Department of the Treasury ("**Treasury**"), pursuant to the Consolidated Appropriations Act, 2021 (Pub L. No.116-260) (the "**Act**") and any applicable regulations related thereto (the "**Regulations**").

WHEREAS, DHCD has awarded Grantee a Program grant (the "**Grant**") for the period February 1, 2021 through September 30, 2022. Grantee is authorized to use the Program funds for costs consistent with the terms and conditions of the source of the funds, which are primarily costs directly related to rental assistance, utility assistance, housing relocation, housing stability case management (including legal services), and administration of such assistance for persons living in rental housing who are at-risk of eviction or utility shutoff.

WHEREAS, the provisions of the Act, the Regulations, and DHCD's Emergency Rental Assistance Program Policy Guide, as amended from time to time (the "**Policy Guide**"), are hereby incorporated into this Agreement as if fully restated herein.

WHEREAS, Grantee has agreed to comply with the requirements of the Program as set forth in its Grant Agreement with DHCD (hereinafter the "**Contract**"), has designated Subrecipient to provide services according to the application Grantee submitted to DHCD, and has allocated some or all of its award to Subrecipient for that purpose.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and intending to be legally bound, the parties agree as follows:

1. Subrecipient shall faithfully perform and certify the operation of the "Project" as outlined in the Contract.
2. The provisions of this Agreement, the Contract, the Act, the Policy Guide, and the Regulations shall be binding on the Subrecipient.

3. Grantee, as recipient of grant funds, shall reimburse or advance Subrecipient monthly in an amount equal to the actual expenses incurred or expected to occur for approved Grant activities as certified to Grantee by Subrecipient in its request for disbursement. Receipt of the Grant funds from DHCD is a condition precedent to the Grantee's disbursement obligation as set forth in this paragraph.

4. Records; Reporting Requirements; Inspections.

a) General Requirements of Records. Subrecipient shall maintain accurate financial records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of the Grant for the Project for a period of five (5) years following the termination of this Agreement. Subrecipient shall provide the Grantee with copies of any audits performed on Subrecipient's records by other entities. Subrecipient shall make these records, and its administrative offices, personnel, whether full-time, part-time, consultants or volunteers, who are involved in the Project available to the Grantee or DHCD upon request. Reports will be provided to Grantee's Contact set forth in Section 8 of this Agreement for approval and forwarding to DHCD by the Grantee.

b) Data Collection and Reporting Requirements.

- A. Subrecipient shall collect certain data from each household applicant in accordance with DHCD's standards as set forth in the Policy Guide. Records shall include all households that apply for assistance, regardless of whether the applicants were approved to receive assistance.
- B. Subrecipient shall implement sufficient data privacy and security protocols for both paper record storage and its electronic databases as required by the Policy Guide to protect the personal information of households applying for assistance.
- C. Subrecipient will submit regular reports, including the Monthly Household Applicant Report, to the Grantee in the manner and form determined by DHCD.

5. Certifications Regarding the Program.

- a) Subrecipient will create standard policies and procedures for evaluating individuals' and families' eligibility for assistance under the Program;
- b) Grantee will make a certification prohibiting the use of federal funds for lobbying in the form attached as Exhibit D to the Contract.
- c) In the event that Subrecipient provides direct payments to landlords on behalf of eligible households, they may be required to enter into agreements with the landlords regarding certain landlord requirements landlords must accept as a condition to receiving payments directly. Landlord requirements may include, but are not limited to, waiving late fees, interest charges, and court fees; withdrawal of existing eviction filings; agreements not to initiate new eviction filings or request warrants of restitution for a period of time following

receipt of payment; and requirements to offer short-term lease renewals to current tenants. Any landlord requirements shall be set forth in the Policy Guide.

- d) Subrecipient may offer payments directly to eligible households only after documenting that it has made reasonable efforts to obtain the cooperation of landlords and utility providers by following the outreach requirements set forth in the Policy Manual.

6. Subrecipient agrees to hold Grantee harmless and to indemnify Grantee against all claims, suits and actions arising out of any of Subrecipient's duties and obligations under this Agreement. In addition, the parties agree that Subrecipient shall act as an independent contractor for the purposes of fulfilling its duties and obligations under this Agreement.

7. Subrecipient shall be subject to the same terms and conditions applicable to the Grantee as contained in the Contract between the Grantee and DHCD. Should a conflict arise during the performance of administration of the Project between this Agreement and the Contract the terms of the Contract shall prevail.

8. Subrecipient acknowledges that the Grantee has designated _____ whose title and address are _____ to administer the Contract. This designation may be revised from time to time by Grantee by written notice to Subrecipient.

9. Subrecipient shall participate in all applicable required trainings offered by DHCD in relation to the Program.

10. In performance of its obligations under the Agreement, Subrecipient, its agents, employees and assigns, shall comply with all applicable State of Maryland (the "State") and federal laws and requirements.

11. Nondiscrimination, Fair Practices, and Drug And Alcohol Free Certifications:

- a) Subrecipient certifies that it does not discriminate and prohibits discrimination in, and shall not exclude from the participation in, or deny the benefit of any program or activity funded in whole or in part with the Grant, on the basis of political or religious opinion or affiliation, marital status, race, color, creed, or national origin, or sex or age, except when age or sex constitutes a bona fide occupational qualification, sexual orientation, gender identity, or the physical or mental handicap of a qualified handicapped individual.
- b) Subrecipient shall comply with the provisions of all federal, State and local laws prohibiting discrimination in housing on the grounds of race, color, religion, national origin, sex, marital status, physical or mental disability, sexual orientation, age, gender identity, genetic information, or an individual's refusal to submit to a genetic test or make available the results of a genetic test, including Title VI and VII of the Civil Rights Act of 1964, as amended (Public Law 88-352); Title VIII of the Civil Rights Act of 1968, as amended (Public Law 90-284); the Fair Housing Act (42 U.S.C. §§3601-3620); the Americans with Disabilities Act of 1990, as amended; and Title 20 of the State Government Article of the Annotated Code of Maryland, as amended.

- c) Subrecipient shall comply with the provisions of the Governor's Executive Order 01.01.1989.18 regarding a drug- and alcohol-free workplace and any regulations promulgated thereunder.

12. If Subrecipient engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by the Grant and participation must be voluntary for the beneficiaries of the programs or activities that receive funds from the Grant.

13. A person who is an employee, agent, consultant, officer, or elected or appointed official of Subrecipient (an "Interested Person") and who exercises or has exercised any functions or responsibilities with respect to activities assisted through the Grant funds, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may not approve an application for assistance provided by the Grant funds if such approval would provide a personal or financial interest or benefit to the Interested Person, or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

14. A default under this Agreement shall occur if there is a breach of any covenant, agreement, provision, representation, warranty or certification of Subrecipient which was made in this Agreement.

15. This Agreement shall not be construed to imply that Grantee will pay for any expenses incurred by Subrecipient beyond the period ending September 30, 2022.

WITNESS the hands and seals of the parties hereto, with the specific intention of creating a document under seal.

WITNESS/ATTEST:

GRANTEE NAME

Witness Signature

By: _____ (SEAL)
Signature

Name: _____
Title: _____

WITNESS/ATTEST:

SUBRECIPIENT NAME

Witness Signature

By: _____ (SEAL)
Signature

Name: _____
Title: _____

EXHIBIT C

EMERGENCY RENTAL ASSISTANCE PROGRAM – SPECIAL CONDITIONS

Grantee's Emergency Rental Assistance Program grant has been approved with the following conditions [if none, so state]: **NONE**

EXHIBIT D

EMERGENCY RENTAL ASSISTANCE PROGRAM – CERTIFICATION PROHIBITING THE USE OF FEDERAL FUNDS FOR LOBBYING

Grantee hereby certifies that to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The State shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all **subrecipients** shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any persons who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

County Commissioners of Kent County
Full Name of the Grantee

By: P. Thomas Mason
Authorized Signature for the Grantee

6/29/21
Date

P. Thomas Mason, President
Printed Name and Title

EXHIBIT E

**EMERGENCY RENTAL ASSISTANCE PROGRAM
DEBARMENT AFFIDAVIT**

Intentionally left blank - not required for county governments.

EXHIBIT F

EMERGENCY RENTAL ASSISTANCE PROGRAM CERTIFICATION WITH RESPECT TO NONPROFIT SUBRECIPIENTS ("NPS")

The undersigned certifies that:

- (1) Grantee has examined executed originals or certified copies of the NPS's articles of incorporation and by-laws or articles of organization and operating agreement, and any amendments thereto, authorizing resolutions and good standing certificate.
- (2) Grantee has verified that the NPS is duly organized, validly existing and in good standing under the laws of the state of Maryland. The NPS has all requisite power and authority and all governmental certificates of authority, licenses, permits and qualifications to carry out the Project on Grantee's behalf and in accordance with the terms and conditions of the Grant Agreement.
- (3) Based on Grantee's knowledge and inquiry of the NPS, there is no litigation or investigation pending or threatened, or any judgment or order entered against the NPS or its assets at law or equity by or before any governmental instrumentality or agency having jurisdiction over the NPS.

This certification is a material representation of fact upon which reliance was placed when the Grant Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into the Grant.

GRANTEE: County Commissioners of Kent County

By: P. Thomas Mason (SEAL)

Name: P. Thomas Mason

Title: President

6/29/21

Date

EXHIBIT G

FEDERAL AWARD IDENTIFICATION

1	Grantee (Sub-recipient) Name:	County Commissioners of Kent County
2	DHCD DUNS Number	028492598
	Sub-recipient DUNS Number	086131901
3	Federal Award Identification Number (FAIN)	ERA0386
4	Date of Award to DHCD by Treasury	1/25/2021
5	Sub-award Period of Performance Start Date & End Date	February 1, 2021 – September 30, 2022
6	Amount of Federal Funds Obligated by this Agreement to the Sub-recipient by DHCD	\$1,332,475.00
7	Total Amount of Federal Funds Obligated to the Sub-recipient by DHCD (Including the current Obligation) for Federal Fiscal Year 2021	
8	Federal Award Project Description	ERAP assists eligible households that have difficulty making timely payments of rent and utilities due to the COVID-19 pandemic. Financial assistance for eligible households includes payment of rent, rental arrears, utilities and home energy costs, utilities and home energy costs arears, and other expenses related to housing incurred due, directly or indirectly, to the COVID-19 pandemic. Funds may also be used to provide housing stability services to eligible households, including case management, other services intended to keep households stably housed, and administrative costs.
9	Name of Federal Awarding Agency	U.S. Department of the Treasury
	Contact Information for DHCD Awarding Official	Stuart Campbell, Director, Office of Community Services Programs 301-429-7516, stuart.campbell@maryland.gov
10	CFDA Name and Number	21.023 - Emergency Rental Assistance Program
	Dollar Amount Made Available under the Federal Award	\$258,076,806
11	Is the Federal Award for R&D?	No
12	DHCD's Indirect Cost Rate	88.71%
	Sub-recipient's Indirect Cost Rate for Federal Awards	

EXHIBIT H

SAMPLE CORPORATE RESOLUTION FOR NONPROFIT ORGANIZATIONS

Intentionally left blank - not required for county governments.



Bill Mackey, Director, Planning, Housing, and Zoning
8/24/2021
County Commissioners Meeting

Item Summary:

In July 2020, the County Commissioners of Kent County, Maryland received approval from the Maryland Department of Housing and Community Development (DHCD) for \$84,246.39 to provide emergency rental assistance through the federal Community Development Block Grant (CDBG) Program.

In May 2021, a Substantial Amendment was undertaken to allow for changes in the distribution of funds via the CDBG Program. Following this process, an Amendment to the Agreement with DHCD was provided by DHCD for County signature.

On July 8, 2021, Kent County approved and signed the Amendment to Maryland Community Development Block Grant COVID-1 Grant Agreement to allow for changes in the distribution of funds. Following submittal of the amendment, DHCD has requested revised language on the first page of the amendment to recognize the status of the original grantee agreement being revised.

The attached, revised amendment is provided for approval and signature.

Staff recommends approval.

ATTACHMENTS:

Description

08.24.21 Amendment to Maryland Community Development Block Grant Program COVID-Round 1 Grant, By and Between Maryland Department of Housing and Community Development (DHCD) and County Commissioners of Kent County, Grant CV-1-7

Amendment to Agreement signed in July 2021

**AMENDMENT TO
MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
COVID-ROUND 1
GRANT AGREEMENT**

This amendment (the "Amendment"), by and between the Maryland Department of Housing and Community Development, a principal department of the State of Maryland ("**DHCD**"), and the **COUNTY COMMISSIONERS OF KENT COUNTY**, a political subdivision of the State of Maryland (the "Grantee") is entered into as of the date it is executed by DHCD (the "Effective Date").

WHEREAS, DHCD and the Grantee have entered into Maryland Community Development Block Grant Program Grant Agreement Number CV-1-7 for a grant amount not to exceed \$134,246.39 (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, DHCD and Grantee agree as follows:

Except as modified by this Amendment and any updated exhibits referenced herein, all of the other terms and provisions of the Agreement and the exhibits thereto shall remain in full force and effect and are hereby ratified and confirmed by DHCD and Grantee.

(1)(a) Section 19 is deleted in its entirety and replaced with the following:

Effective Date of Agreement. Two original copies of this Agreement shall be presented to Grantee for acceptance and execution. After execution by Grantee, they will be executed and dated by DHCD. The Effective Date of this Agreement is August 31, 2020, regardless of the date of execution by the parties.

(1)(b) The Project Scope of Services and Special Terms and Conditions ("Scope of Services") as set forth on Exhibit A shall be deleted in its entirety and replaced with the updated Scope of Services set forth on Exhibit A-1, which is attached to this Amendment. If a National Objective (the "Amended National Objective") is identified in Exhibit A-1 that differs from the National Objective set forth in Section 1 of the Agreement (the "Original National Objective"), the Amended National Objective shall replace the Original National Objective and any references to National Objective in the Agreement shall be considered a reference to the Amended National Objective. Any inconsistencies between the Agreement and this Amendment with respect to the Scope of Services or the National Objective shall be resolved as set forth in Exhibit A-1.

(2) The Grant Budget set forth on Exhibit B shall be deleted in its entirety and replaced with the updated Grant Budget set forth on Exhibit B-1, which is attached to this Amendment. Any inconsistencies between the Agreement and this Amendment with respect to the

Grant Budget shall be resolved as set forth in Exhibit B-1.

- (3) Section 4(b) is deleted in its entirety and replaced with the following:
 - b. Grantee must expend at least 50% of the amount of the CDBG Grant on or before October 1, 2022.
- (4) Section 6(b) is deleted in its entirety and replaced with the following:
 - b. Grantee must expend the entire amount of the CDBG Grant on or before June 30, 2023 (the "Grant Period") in accordance with the Grant Implementation Schedule set forth in Exhibit C-1.
- (5) The Grant Implementation Schedule set forth in Exhibit C shall be deleted in its entirety and replaced with the updated Grant Implementation Schedule set forth in Exhibit C-1, which is attached to this Amendment. Any inconsistencies between the Agreement and this Amendment with respect to the Grant Implementation Schedule shall be resolved as set forth in Exhibit C-1.
- (6) Section 7 is deleted in its entirety and replaced with the following:
 7. Progress of the Project.
 - a. DHCD shall evaluate Grantee's progress towards expending the CDBG Grant funds as of December 31, 2022 (the "Evaluation Date"). If DHCD determines, in its sole discretion, that Grantee's progress as of the Evaluation Date is not proceeding in a satisfactory manner, DHCD may terminate this Agreement or reduce the amount of the CDBG Grant funds allocated to Grantee in accordance with Section 10.
 - b. Notwithstanding the foregoing, DHCD may evaluate the Grantee at any time during the term of this Agreement to determine whether the Project is progressing in a manner satisfactory to DHCD. If DHCD determines that the Project is not proceeding in a satisfactory manner, or that the Grantee has violated a provision of this Agreement, prior to declaring a default or reducing the amount of the CDBG Grant funds allocated to Grantee, DHCD may require the Grantee and/or any Subrecipient to accept technical assistance DHCD determines is necessary for the Project(s) to proceed in a manner acceptable to DHCD.
- (7) Section 10(b) is deleted in its entirety and replaced with the following:
 - b. Upon the occurrence of any default, DHCD shall have the right to terminate this Agreement by written notice to the Grantee or, in the event of a default due to CDBG Grant funds that were not expended in accordance with this Agreement, DHCD shall have the right to reduce the amount of the CDBG Grant by subtracting the amount that has not been expended in accordance with this

Agreement from the CDBG Grant funds allocated to Grantee. Other than as set forth in Section 10(d), Grantee shall have 30 days from the date DHCD's notice was postmarked to cure the default. After the conclusion of this 30-day period, if Grantee has not cured or commenced curing the default to the satisfaction of DHCD, DHCD may at its option immediately terminate this Agreement or reduce the amount of the CDBG Grant funds allocated to Grantee. In the event of such termination or reduction in CDBG Grant funds by DHCD:

- (i) The Grantee's authority to request a disbursement shall cease and the Grantee shall have no right, title or interest in or to any of the CDBG Grant funds not disbursed; and
- (ii) DHCD may demand repayment from the Grantee of any amounts DHCD determines were not expended in accordance with this Agreement.

[Continued on following page]

(8) The following language is added as a new Section 10(d):

d. Notwithstanding the foregoing, the 30-day period to cure a default set forth in Section 10(b) does not apply if (i) the default concerns Grantee's failure to expend the CDBG Grant in accordance with Sections 4(b) or 6(b); or (ii) DHCD determines, in its sole discretion, that Grantee has not made satisfactory progress toward expending the CDBG Grant as of the Evaluation Date or that the Project is not progressing in a manner satisfactory to DHCD

(9) Except as set forth in this Amendment and any updated exhibits referenced herein, the provisions of the Agreement and the exhibits thereto shall remain in full force and effect.

(10) Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

WITNESS our hands and seals, all as of the Effective Date.

WITNESS:

Lacey I. Cox

COUNTY COMMISSIONERS
OF KENT COUNTY

By: P. Thomas Mason (SEAL)
P. Thomas Mason
President



WITNESS:

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

A principal department of the State
of Maryland

By: _____ (SEAL)
Kenneth C. Holt
Secretary

EFFECTIVE DATE: _____

Approved for form and legal sufficiency this ____ day of _____, 2021.

Assistant Attorney General

EXHIBIT A-1**PROJECT A****MARYLAND CDBG CV ROUND 1 PROJECT SCOPE OF SERVICES**

as more fully described in Grantee's application for CDBG funds submitted June 12, 2020.

GRANTEE: COUNTY COMMISSIONERS OF KENT COUNTY

SUBRECIPIENT: MARYLAND RURAL DEVELOPMENT CORPORATION

PROJECT NAME
AND LOCATION: EMERGENCY RENTAL ASSISTANCE - STAFFING
Countywide, Kent County

PROJECT
DESCRIPTION: Funds will be used to pay for staff to assist low and moderate income households with emergency rental assistance needs as a result of the COVID 19 crisis.

NATIONAL
OBJECTIVE: Benefit to Low and Moderate Income Persons – Limited Clientele

ESTIMATED NUMBER
BENEFICIARIES: 123 Households

NUMBER LMI
BENEFICIARIES: 123 Households

% OF LMI
BENEFICIARIES: 100%

SPECIAL TERMS AND CONDITIONS:

This section highlights Special Terms and Conditions specific to this grant and activities but does not identify all compliance regulations and requirements.

1. **National Objective Records - LMI - Limited Clientele :**

The grantee is to document the total amount of household income of each assisted household using the amended PART 5 income calculation process. The grantee is to document and provide data showing race, ethnicity and gender of the head of household. All records must be in a form

and contain documentation, information or data satisfactory to DHCD.

2. **Audit**

The Grantee shall obtain the services of an independent, certified public accountant to perform an organizational-wide Single Audit of the Grantee in accordance with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* found in 2 CFR Part 200 (the "Audit"). Copies of the Audit are due to the DEPARTMENT and to the CDBG PROGRAM DIRECTOR within 9 months after the end of the Grantee's fiscal year. This applies to both projects under this Agreement.

3. **Environmental Review**

The Grantee submitted required environmental review forms with the application. There are no additional requirements. This applies to both projects under this Agreement.

4. **Recordkeeping**

The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.

5. **Required Second Public Hearing**

Grantees are to conduct a second public hearing which must take place in conjunction with a regularly scheduled meeting of the elected public officials. The second hearing should provide a review of program performance and status of grant activities. It must be held prior to the grant end date. The notice of the hearing must be published in a local newspaper at least five (5) days prior to the hearing. This applies to both projects under this Agreement.

6. **Required Plans**

The Grantee must ensure that all required plans have been adopted or updated and maintained throughout the life of the grant. This applies to both projects under this Agreement.

7. **Subrecipient Agreement**

The Grantee and Subrecipient must execute a Subrecipient Agreement prior to the commencement of activities. It must include all projects awarded under this grant. Please provide a copy of the executed agreement to your CDBG Project Manager.

8. **Duplication of Benefits**

The Grantee is to ensure that there is no duplication of benefits and that funds for this project are in addition to other available funds.

9. **Approval to Pre-Incur Costs**

The Grantee may begin to incur costs as of July 1, 2020 provided the subrecipient agreement has been executed.

10. **In-Kind Costs**

The Grantee must track and report on in-kind costs supporting grant oversight and administration.

EXHIBIT A-1**PROJECT B**

MARYLAND CDBG CV ROUND 1 PROJECT SCOPE OF SERVICES
as more fully described in Grantee's application for CDBG funds submitted June 12, 2020.

GRANTEE: COUNTY COMMISSIONERS OF KENT COUNTY

SUBRECIPIENT: UPPER SHORE AGENCY, INC

PROJECT NAME
AND LOCATION: SENIOR FOOD PROGRAM
Countywide, Kent County

PROJECT
DESCRIPTION: Funds will be used for a food delivery program for homebound senior citizens.

NATIONAL
OBJECTIVE: Benefit to Low and Moderate Income Persons – Limited Clientele

ESTIMATED NUMBER
BENEFICIARIES: 28 Persons

NUMBER LMI
BENEFICIARIES: 28 Persons

% OF LMI
BENEFICIARIES: 100%

SPECIAL TERMS AND CONDITIONS:

This section highlights Special Terms and Conditions specific to this grant and activities but does not identify all compliance regulations and requirements.

1. National Objective Records - LMI - Limited Clientele:
While senior citizens are presumed to be low income, the Grantee is to collect information on

clients. For each person who receives services or assistance, provide information on race, ethnicity, and gender. Additional information may be requested in the Semi-Annual report provided to the Grantee for this specific grant. All records must be in a form and contain documentation, information or data satisfactory to DHCD.

2. **Recordkeeping**

The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.

3. **Duplication of Benefits**

The Grantee is to ensure that there is no duplication of benefits and that funds for this project are in addition to other available funds.

4. **Procurement**

The Grantee and Subrecipient must comply with the CDBG procurement requirements.

EXHIBIT A-1**PROJECT C**

MARYLAND CDBG CV ROUND 1 PROJECT SCOPE OF SERVICES
as more fully described in Grantee's application for CDBG funds submitted June 12, 2020.

GRANTEE: COUNTY COMMISSIONERS OF KENT COUNTY

**PROJECT NAME
AND LOCATION:** LEGAL SERVICES
Countywide, Kent County

**PROJECT
DESCRIPTION:** Funds will be used for legal services related to housing for households impacted
as a result of the COVID 19.

**NATIONAL
OBJECTIVE:** Benefit to Low and Moderate Income Persons - Limited Clientele

**ESTIMATED NUMBER
BENEFICIARIES:** 123 Households

**NUMBER LMI
BENEFICIARIES:** 123 Households

**% OF LMI
BENEFICIARIES:** 100%

SPECIAL TERMS AND CONDITIONS:

This section highlights Special Terms and Conditions specific to this grant and activities but does not identify all compliance regulations and requirements.

1. National Objective Records - LMI - Limited Clientele:

Assisted households must be at or below 80% of the area median income as determined by HUD.

- * For households referred from the grant subrecipient's emergency rental assistance program, the grantee is to document the total amount of household income of each assisted household using the amended PART 5 income calculation process.

- In the event, households are served without a referral from the subrecipient, participants must complete a self-certification form which provides the total amount of income for those living in the household.
- The Grantee is to document and provide data showing race, ethnicity, gender of the head of household and the number of household members.
- All records must be in a form and contain documentation, information or data satisfactory to DHCD.

2. **Recordkeeping**

The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.

3. **Duplication of Benefits**

The Grantee is to ensure that there is no duplication of benefits and that funds for this project are in addition to other available funds.

4. **Procurement**

The Grantee and Subrecipient must comply with the CDBG procurement requirements.

5. **Sole Source Justification**

As the Grantee has already identified a qualified entity to provide these services, they must submit a letter with justification as to reasons why this should be approved as a sole source contract.

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT BUDGET

PROJECT	CDBG FUNDS	OTHER FUNDS	TOTAL COSTS	SOURCE OF OTHER FUNDS
A. Emergency Rental Assistance - Staffing	\$75,240	\$0	\$75,240	
B. Senior Food Program	\$50,000	\$3,000	\$53,000	Upper Shore Aging, Inc.
C. Legal Services	\$5,006.39	\$0	\$5,006.39	
D. Project Administration - County	\$4,000	\$0	\$4,000	
TOTAL GRANT COSTS	\$134,246.39	\$3,000	\$137,246.39	

EXHIBIT C-1

MARYLAND CDBG PROJECT IMPLEMENTATION SCHEDULE

Grant Approval

Date: July 1, 2020

Implementation of

Activities: On-going until completed

180 Day

Expenditure

Deadline: A minimum of 25% of grant funds must be expended by
December 27, 2020

365 Day

Expenditure

Deadline: A minimum of 50% of grant funds must be expended by June 30, 2021

Grant End Date: July 31, 2022

50%

Expenditure

Deadline: *A minimum of 50% of grant funds must be expended by October 1, 2022*

Progress

Evaluation: *Progress of the project will be evaluated on December 31, 2022*

Amended

Grant End Date: *June 31, 2023*

**AMENDMENT TO
MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
COVID-ROUND 1
GRANT AGREEMENT**

This amendment (the "Amendment"), by and between the Maryland Department of Housing and Community Development, a principal department of the State of Maryland ("**DHCD**"), and the **COUNTY COMMISSIONERS OF KENT COUNTY**, a political subdivision of the State of Maryland (the "Grantee") is entered into as of the date it is executed by DHCD (the "Effective Date").

WHEREAS, DHCD and the Grantee have entered into Maryland Community Development Block Grant Program Grant Agreement Number CV-1-7 for a grant amount not to exceed \$134,246.39 (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, DHCD and Grantee agree as follows:

Except as modified by this Amendment and any updated exhibits referenced herein, all of the other terms and provisions of the Agreement and the exhibits thereto shall remain in full force and effect and are hereby ratified and confirmed by DHCD and Grantee.

(1)(a) Section 19 is deleted in its entirety and replaced with the following:

Effective Date of Agreement. Two original copies of this Agreement shall be presented to Grantee for acceptance and execution. After execution by Grantee, they will be executed and dated by DHCD. The Effective Date of this Agreement is August 31, 2020, regardless of the date of execution by the parties.

- (1)(b) The Project Scope of Services and Special Terms and Conditions ("Scope of Services") as set forth on Exhibit A shall be deleted in its entirety and replaced with the updated Scope of Services set forth on Exhibit A-1, which is attached to this Amendment. If a National Objective (the "Amended National Objective") is identified in Exhibit A-1 that differs from the National Objective set forth in Section 1 of the Agreement (the "Original National Objective"), the Amended National Objective shall replace the Original National Objective and any references to National Objective in the Agreement shall be considered a reference to the Amended National Objective. Any inconsistencies between the Agreement and this Amendment with respect to the Scope of Services or the National Objective shall be resolved as set forth in Exhibit A-1.
- (2) The Grant Budget set forth on Exhibit B shall be deleted in its entirety and replaced with the updated Grant Budget set forth on Exhibit B-1, which is attached to this Amendment. Any inconsistencies between the Agreement and this Amendment with respect to the

**AMENDMENT TO
MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
COVID-ROUND 1
GRANT AGREEMENT**

This amendment (the "Amendment"), by and between the Maryland Department of Housing and Community Development, a principal department of the State of Maryland ("DHCD"), and the **COUNTY COMMISSIONERS OF KENT COUNTY**, a political subdivision of the State of Maryland (the "Grantee") is entered into as of the date it is executed by DHCD (the "Effective Date").

WHEREAS, DHCD and the Grantee have entered into Maryland Community Development Block Grant Program Grant Agreement Number CV-1-7 dated August 31, 2020 (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, DHCD and Grantee agree as follows:

- (1) The Project Scope of Services and Special Terms and Conditions ("Scope of Services") as set forth on Exhibit A shall be deleted in its entirety and replaced with the updated Scope of Services set forth on Exhibit A-1, which is attached to this Amendment. If a National Objective (the "Amended National Objective") is identified in Exhibit A-1 that differs from the National Objective set forth in Section 1 of the Agreement (the "Original National Objective"), the Amended National Objective shall replace the Original National Objective and any references to National Objective in the Agreement shall be considered a reference to the Amended National Objective. Any inconsistencies between the Agreement and this Amendment with respect to the Scope of Services or the National Objective shall be resolved as set forth in Exhibit A-1.
- (2) The Grant Budget set forth on Exhibit B shall be deleted in its entirety and replaced with the updated Grant Budget set forth on Exhibit B-1, which is attached to this Amendment. Any inconsistencies between the Agreement and this Amendment with respect to the Grant Budget shall be resolved as set forth in Exhibit B-1.
- (3) Section 4(b) is deleted in its entirety and replaced with the following:
 - b. Grantee must expend at least 50% of the amount of the CDBG Grant on or before October 1, 2022.
- (4) Section 6(b) is deleted in its entirety and replaced with the following:
 - b. Grantee must expend the entire amount of the CDBG Grant on or before June 30, 2023 (the "Grant Period") in accordance with the Grant Implementation Schedule set forth in Exhibit C-1.

- (5) The Grant Implementation Schedule set forth in Exhibit C shall be deleted in its entirety and replaced with the updated Grant Implementation Schedule set forth in Exhibit C-1, which is attached to this Amendment. Any inconsistencies between the Agreement and this Amendment with respect to the Grant Implementation Schedule shall be resolved as set forth in Exhibit C-1.

- (6) Section 7 is deleted in its entirety and replaced with the following:

7. Progress of the Project.

- a. DHCD shall evaluate Grantee's progress towards expending the CDBG Grant funds as of December 31, 2022 (the "Evaluation Date"). If DHCD determines, in its sole discretion, that Grantee's progress as of the Evaluation Date is not proceeding in a satisfactory manner, DHCD may terminate this Agreement or reduce the amount of the CDBG Grant funds allocated to Grantee in accordance with Section 10.
- b. Notwithstanding the foregoing, DHCD may evaluate the Grantee at any time during the term of this Agreement to determine whether the Project is progressing in a manner satisfactory to DHCD. If DHCD determines that the Project is not proceeding in a satisfactory manner, or that the Grantee has violated a provision of this Agreement, prior to declaring a default or reducing the amount of the CDBG Grant funds allocated to Grantee, DHCD may require the Grantee and/or any Subrecipient to accept technical assistance DHCD determines is necessary for the Project(s) to proceed in a manner acceptable to DHCD.

- (7) Section 10(b) is deleted in its entirety and replaced with the following:

- b. Upon the occurrence of any default, DHCD shall have the right to terminate this Agreement by written notice to the Grantee or, in the event of a default due to CDBG Grant funds that were not expended in accordance with this Agreement, DHCD shall have the right to reduce the amount of the CDBG Grant by subtracting the amount that has not been expended in accordance with this Agreement from the CDBG Grant funds allocated to Grantee. Other than as set forth in Section 10(d), Grantee shall have 30 days from the date DHCD's notice was postmarked to cure the default. After the conclusion of this 30-day period, if Grantee has not cured or commenced curing the default to the satisfaction of DHCD, DHCD may at its option immediately terminate this Agreement or reduce the amount of the CDBG Grant funds allocated to Grantee. In the event of such termination or reduction in CDBG Grant funds by DHCD:

- (i) The Grantee's authority to request a disbursement shall cease and the Grantee shall have no right, title or interest in or to any of the CDBG Grant funds not disbursed; and

- (ii) DHCD may demand repayment from the Grantee of any amounts DHCD determines were not expended in accordance with this Agreement.

(8) The following language is added as a new Section 10(d):

d. Notwithstanding the foregoing, the 30-day period to cure a default set forth in Section 10(b) does not apply if (i) the default concerns Grantee's failure to expend the CDBG Grant in accordance with Sections 4(b) or 6(b); or (ii) DHCD determines, in its sole discretion, that Grantee has not made satisfactory progress toward expending the CDBG Grant as of the Evaluation Date or that the Project is not progressing in a manner satisfactory to DHCD

(9) Except as set forth in this Amendment and any updated exhibits referenced herein, the provisions of the Agreement and the exhibits thereto shall remain in full force and effect.

(10) Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

WITNESS our hands and seals, all as of the Effective Date.

WITNESS:

**COUNTY COMMISSIONERS
OF KENT COUNTY**

Samie Watson
7/8/21

By: P. Thomas Mason (SEAL)
P. Thomas Mason
President

WITNESS:

**DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT**

A principal department of the State
of Maryland

By: _____ (SEAL)
Kenneth C. Holt
Secretary

EFFECTIVE DATE: _____

Approved for form and legal sufficiency this ____ day of _____, 2021.

Assistant Attorney General

EXHIBIT A-1**PROJECT A**

MARYLAND CDBG CV ROUND 1 PROJECT SCOPE OF SERVICES
as more fully described in Grantee's application for CDBG funds submitted June 12, 2020.

GRANTEE: COUNTY COMMISSIONERS OF KENT COUNTY

SUBRECIPIENT: MARYLAND RURAL DEVELOPMENT CORPORATION

PROJECT NAME
AND LOCATION: EMERGENCY RENTAL ASSISTANCE - STAFFING
Countywide, Kent County

PROJECT
DESCRIPTION: Funds will be used to pay for staff to assist low and moderate income households
with emergency rental assistance needs as a result of the COVID 19 crisis.

NATIONAL
OBJECTIVE: Benefit to Low and Moderate Income Persons – Limited Clientele

ESTIMATED NUMBER
BENEFICIARIES: 123 Households

NUMBER LMI
BENEFICIARIES: 123 Households

% OF LMI
BENEFICIARIES: 100%

SPECIAL TERMS AND CONDITIONS:

This section highlights Special Terms and Conditions specific to this grant and activities but does not identify all compliance regulations and requirements.

1. National Objective Records - LMI - Limited Clientele :

The grantee is to document the total amount of household income of each assisted household using the amended PART 5 income calculation process. The grantee is to document and provide data showing race, ethnicity and gender of the head of household. All records must be in a form

and contain documentation, information or data satisfactory to DHCD.

2. **Audit**

The Grantee shall obtain the services of an independent, certified public accountant to perform an organizational-wide Single Audit of the Grantee in accordance with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* found in 2 CFR Part 200 (the "Audit"). Copies of the Audit are due to the DEPARTMENT and to the CDBG PROGRAM DIRECTOR within 9 months after the end of the Grantee's fiscal year. This applies to both projects under this Agreement.

3. **Environmental Review**

The Grantee submitted required environmental review forms with the application. There are no additional requirements. This applies to both projects under this Agreement.

4. **Recordkeeping**

The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.

5. **Required Second Public Hearing**

Grantees are to conduct a second public hearing which must take place in conjunction with a regularly scheduled meeting of the elected public officials. The second hearing should provide a review of program performance and status of grant activities. It must be held prior to the grant end date. The notice of the hearing must be published in a local newspaper at least five (5) days prior to the hearing. This applies to both projects under this Agreement.

6. **Required Plans**

The Grantee must ensure that all required plans have been adopted or updated and maintained throughout the life of the grant. This applies to both projects under this Agreement.

7. **Subrecipient Agreement**

The Grantee and Subrecipient must execute a Subrecipient Agreement prior to the commencement of activities. It must include all projects awarded under this grant. Please provide a copy of the executed agreement to your CDBG Project Manager.

8. **Duplication of Benefits**

The Grantee is to ensure that there is no duplication of benefits and that funds for this project are in addition to other available funds.

9. **Approval to Pre-Incur Costs**

The Grantee may begin to incur costs as of July 1, 2020 provided the subrecipient agreement has been executed.

10. **In-Kind Costs**

The Grantee must track and report on in-kind costs supporting grant oversight and administration.

EXHIBIT A-1**PROJECT B**

MARYLAND CDBG CV ROUND 1 PROJECT SCOPE OF SERVICES
as more fully described in Grantee's application for CDBG funds submitted June 12, 2020.

GRANTEE: COUNTY COMMISSIONERS OF KENT COUNTY

SUBRECIPIENT: UPPER SHORE AGENCY, INC

**PROJECT NAME
AND LOCATION:** SENIOR FOOD PROGRAM
Countywide, Kent County

**PROJECT
DESCRIPTION:** Funds will be used for a food delivery program for homebound senior citizens.

**NATIONAL
OBJECTIVE:** Benefit to Low and Moderate Income Persons – Limited Clientele

**ESTIMATED NUMBER
BENEFICIARIES:** 28 Persons

**NUMBER LMI
BENEFICIARIES:** 28 Persons

**% OF LMI
BENEFICIARIES:** 100%

SPECIAL TERMS AND CONDITIONS:

This section highlights Special Terms and Conditions specific to this grant and activities but does not identify all compliance regulations and requirements.

1. **National Objective Records - LMI - Limited Clientele:**
While senior citizens are presumed to be low income, the Grantee is to collect information on

clients. For each person who receives services or assistance, provide information on race, ethnicity, and gender. Additional information may be requested in the Semi-Annual report provided to the Grantee for this specific grant. All records must be in a form and contain documentation, information or data satisfactory to DHCD.

2. **Recordkeeping**

The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.

3. **Duplication of Benefits**

The Grantee is to ensure that there is no duplication of benefits and that funds for this project are in addition to other available funds.

4. **Procurement**

The Grantee and Subrecipient must comply with the CDBG procurement requirements.

EXHIBIT A-1**PROJECT C**

MARYLAND CDBG CV ROUND 1 PROJECT SCOPE OF SERVICES
as more fully described in Grantee's application for CDBG funds submitted June 12, 2020.

GRANTEE: COUNTY COMMISSIONERS OF KENT COUNTY

**PROJECT NAME
AND LOCATION:** LEGAL SERVICES
Countywide, Kent County

**PROJECT
DESCRIPTION:** Funds will be used for legal services related to housing for households impacted as a result of the COVID 19.

**NATIONAL
OBJECTIVE:** Benefit to Low and Moderate Income Persons -- Limited Clientele

**ESTIMATED NUMBER
BENEFICIARIES:** 123 Households

**NUMBER LMI
BENEFICIARIES:** 123 Households

**% OF LMI
BENEFICIARIES:** 100%

SPECIAL TERMS AND CONDITIONS:

This section highlights Special Terms and Conditions specific to this grant and activities but does not identify all compliance regulations and requirements.

1. National Objective Records - LMI - Limited Clientele:

Assisted households must be at or below 80% of the area median income as determined by HUD.

- For households referred from the grant subrecipient's emergency rental assistance program, the grantee is to document the total amount of household income of each assisted household using the amended PART 5 income calculation process.

- In the event, households are served without a referral from the subrecipient, participants must complete a self-certification form which provides the total amount of income for those living in the household.
- The Grantee is to document and provide data showing race, ethnicity, gender of the head of household and the number of household members.
- All records must be in a form and contain documentation, information or data satisfactory to DHCD.

2. **Recordkeeping**

The Grantee is required to maintain hard copy (not digital) files until the grant has been monitored and a close out letter has been issued by DHCD.

3. **Duplication of Benefits**

The Grantee is to ensure that there is no duplication of benefits and that funds for this project are in addition to other available funds.

4. **Procurement**

The Grantee and Subrecipient must comply with the CDBG procurement requirements.

5. **Sole Source Justification**

As the Grantee has already identified a qualified entity to provide these services, they must submit a letter with justification as to reasons why this should be approved as a sole source contract.

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT BUDGET

PROJECT	CDBG FUNDS	OTHER FUNDS	TOTAL COSTS	SOURCE OF OTHER FUNDS
A. Emergency Rental Assistance – Staffing	\$75,240	\$0	\$75,240	
B. Senior Food Program	\$50,000	\$3,000	\$53,000	Upper Shore Aging, Inc.
C. Legal Services	\$5,006.39	\$0	\$5,006.39	
D. Project Administration – County	\$4,000	\$0	\$4,000	
TOTAL GRANT COSTS	\$134,246.39	\$3,000	\$137,246.39	

EXHIBIT C-1

MARYLAND CDBG PROJECT IMPLEMENTATION SCHEDULE

Grant Approval
Date: July 1, 2020

Implementation of
Activities: On-going until completed

180 Day
Expenditure
Deadline: A minimum of 25% of grant funds must be expended by
December 27, 2020

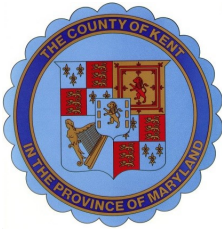
365 Day
Expenditure
Deadline: A minimum of 50% of grant funds must be expended by June 30, 2021

Grant End Date: July 31, 2022

50%
Expenditure
Deadline: *A minimum of 50% of grant funds must be expended by October 1, 2022*

Progress
Evaluation: *Progress of the project will be evaluated on December 31, 2022*

Amended
Grant End Date: *June 31, 2023*



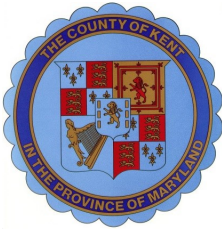
Detention Center
8/24/2021
County Commissioners Meeting

Item Summary:

Correctional Officer Vacancies

ATTACHMENTS:

Description



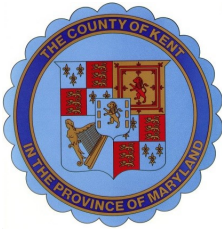
**Detention Center
8/24/2021
County Commissioners Meeting**

Item Summary:

Promotion of Correctional Officer

ATTACHMENTS:

Description



American Rescue Plan Act Discussion 8/24/2021 County Commissioners Meeting

Item Summary:

Work Session Scheduled for August 31, 2021 at 3:00 p.m.



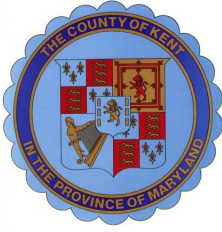
Mike Moulds, Director, Department of Public Works
8/24/2021
County Commissioners Meeting

Item Summary:

Fleet Management Lease

ATTACHMENTS:

Description



**Daniel P. McDermott, Executive Director, Upper Shore Workforce
Investment Board**

8/24/2021

County Commissioners Meeting

Item Summary:

Local Workforce Development Area Memorandum of Understanding 2021-2023

ATTACHMENTS:

Description

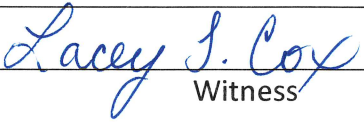
08.24.21 Upper Shore Workforce Investment Board, Local Workforce Development Area, Memorandum of Understanding 2021-2023, Local Elected Official Concurrence, Kent County Commissioners

Upper Shore Workforce Investment Board
Local Workforce Development Area
Memorandum of Understanding

2021-2023

Local Elected Official Concurrence

Kent County Commissioners

 Witness	P. Thomas Mason
	Name
8/24/21	
Date	Signature
	President
Legal Sufficiency (if required)	Title

**Upper Shore Workforce Investment Board
Local Workforce Development Area
Memorandum of Understanding
2021-2023**

This Memorandum of Understanding (MOU) is executed between the Local Workforce Development Board, the American Job Center System Partners, and the undersigned Chief Local Elected Official(s) in the Local Area. These are collectively referred to as the "Parties."

This MOU is developed to record the understanding of the Parties regarding the operation and management of the American Job Centers in the Upper Shore Workforce Development Area (the "Local Area"). The Upper Shore Workforce Investment Board (the "Local Board") provides oversight of workforce employment and training programming for the Local Area.

In accordance with Section 121 of the Workforce Innovation and Opportunity Act (WIOA), the Upper Shore Workforce Investment Board as the Local Workforce Development Board, with the agreement of the Chief Local Elected Official(s) (CLEO), under the provisions of the Workforce Innovation and Opportunity Act and its Regulations, will select a One Stop Operator for the period July 1, 2021 – June 30, 2023 with an option for an additional year, July 1, 2023 - June 30, 2024.

In accordance with Section 121(b) of WIOA, the following programs in the Local Area are overseen by the undersigned entities:

- WIOA Title I Adult, Dislocated Worker and Youth Programs;
- WIOA Title II Adult Education and Family Literacy Act Program;
- WIOA Title III Wagner-Peyser, Trade Adjustment Assistance Act, Jobs for Veterans State Grant, Unemployment Insurance, Migrant and Seasonal Farm Worker, and the Senior Community Services Employment Program (SCSEP);
- WIOA Title IV Maryland State Department of Education's Division of Rehabilitation Services (Title I of the Rehabilitation Act of 1973);
- 42 USC 601, et seq, also known as Temporary Assistance for Needy Families (TANF) through the Maryland Department of Human Services/Local Departments of Social Services;
- MAC, Inc. provides Senior Community Services Employment Program services for eligible seniors in Dorchester County only;
- Perkins V Post-Secondary

These entities are collectively referred to as the "American Job Center, Core Partner System." These entities are included in the Resource Sharing Agreement labeled as Exhibit 2 and made a part of this MOU.

In accordance with Section 121(b) of WIOA, the following programs are not in the Local Area and are not included in the Memorandum of Understanding or Resource Sharing Agreement.

- Job Corps
- YouthBuild
- Native American Programs
- Programs authorized under sec 212 of the Second Chance Act of 2007

In accordance with Section 121(b) of WIOA, the following programs are in the Local Area and do not provide employment and training services as defined in WIOA Section (3). These programs are not included in Memorandum of Understanding or Resource Sharing Agreement.

- Community Services Block Grant
- Department of Housing and Urban Development

Terms and Conditions

I. Duration of MOU

This MOU shall be in effect on July 1, 2021, and will terminate no later than June 30, 2023, unless terminated earlier by any of the Parties to this MOU, in accordance with Section XII.

The Parties shall review this MOU at least every two years to ensure proper delivery of services and funding pursuant to Section 121(c)(2)(A) of WIOA.

Contact Information of the Partners is labeled as Exhibit 1 and is a part of this MOU.

II. Convening of Parties

The Local Board Chair will take the lead role (or designated staff, USWIB Executive Director) as convener of the Partners. The Convener is responsible for ensuring that all Parties to the MOU have an opportunity to fully participate in the formation of this MOU.

III. American Job Center, Core Partner System Overview

The Workforce Innovation and Opportunity Act (WIOA) was signed into law July 22, 2014. WIOA became effective July 1, 2015, and full implementation began July 1, 2017. WIOA replaces the Workforce Investment Act of 1998, and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, the Rehabilitation Act of 1973 and in Maryland, includes the Department of Human Services' Temporary Assistance to Needy Families (TANF) Programs.

Section 108 of WIOA requires that each Local Board develop and submit to the Governor a comprehensive 4-year Local Plan: the Memorandum of Understanding (MOU) and Resource Sharing Agreement (RSA) are part of the USWIB Local Plan, (March 2021), and each of these documents articulate how the American Job Center Core Partners will work together in a systemic approach in order to provide employment and training services to both business and job seekers in Caroline, Dorchester, Kent, Queen Anne's and Talbot Counties.

The Parties acknowledge that this is the central focus of the work to be done under this MOU.

The Parties agree to comply with the policies, procedures and assurances, established under WIOA, including but not limited to the Maryland Policy Issuance 2016-09, WIOA Memoranda of Understanding and Resource Sharing Agreements" ("the Policy").

Community Services Block Grants, and Housing and Urban Development do not provide employment and training activities as defined in section 3 of the Workforce Innovation and Opportunity Act in the Upper Shore Area.

IV. Performance Requirements & Data Sharing

The Parties agree to participate in efforts to assess the effectiveness of the American Job Center system through the lens of the WIOA performance measures, regarding the delivery of Training &

Career Services. All Parties must determine how best to provide information that supports the achievement of these performance goals, consistent with requirements of law, and as outlined in the Maryland Combined State Plan. The Parties agree to align the Governor's Workforce Development Board Benchmarks of Success to assess the effectiveness of the American Job Center system.

All Parties agree to work cooperatively to share relevant data, as determined appropriate and relevant, to USWIB WIOA oversight requests, as permitted by applicable statute or regulation.

All Parties agree to work cooperatively to share relevant data that will enhance the delivery of services to job seekers and employers.

V. Services Offered through the American Job Center System

A. The Parties agree to support an aligned employment and training workforce system through sharing of information, increased collaboration, staff training and streamlined customer services to maximize partner strengths and improve customer flow and access.

Consistent with Section 121(b)(1) of WIOA, the AJC Partners will provide job seekers, employers, and other AJC partner program staff contact information that will assist in an efficient and streamlined access to programs, resources and activities delivered through Partners in the American Job Center System in the Local Area.

The physical location of the American Job Centers is detailed in Attachment A of this agreement and includes each location and its co-located partners.

Partners who are not co-located at the local American Job Center agree to be available via email, phone, internet/website, and will outline a standard information and referral procedure.

To increase the efficiency and effectiveness of the coordination of services, partners agree to:

- Participate in professional development opportunities for determining training needs for both frontline and supervisory staff;
- Develop opportunities to coordinate with other core partners regarding the delivery of like services;
- Create a menu of services and contacts for their frontline staff in the AJC that will be used as a reference guide for assisting job seekers and business customers.
- Participate in quarterly (county-based) meetings of agency leadership.
- Participate in an analysis of the customer flow process to determine if local needs are being met regarding the volume of visitors to the AJC.
- Work to supplement funding among the partners and avoid supplanting funding among the partners

Employment and Training Resources provided in the American Job Center by Core Partners:

WIOA Title I

The Title I, Training and Career Services Partner in the Local Area offers resources to assist customers with determining a good career match, including career services to ensure training is relevant to the local, five-county economic environment. Financial support for career goals that include classroom, experiential, apprenticeship, and internship training strategies are available through the Title I entity.

WIOA Title I – Adult and Dislocated Worker

Provision of Adult and Dislocated Worker services described in WIOA Title I, Section 134 related to Local Employment and Training Activities, including, but not limited to:

- Eligibility determinations;
- Outreach, intake, and orientation
- Initial assessment of skill levels and supportive service needs;
- Referrals to and coordination of activities with other programs and services;
- Interview and evaluation to identify employment barriers and appropriate employment goals;
- Development of an individual employment plan,
 - Training services may include
 - occupational skills training;
 - on-the-job training;
 - incumbent worker training;
 - programs that combine workplace training with related instruction;
 - training programs operated by the private sector;
 - skill upgrading and retraining;
 - entrepreneurial training;
 - transitional jobs;
 - job readiness training provided in combination with other training services;
 - adult education and literacy activities,
 - customized training contracts.

WIOA Title I – Youth

Through the Workforce Development Board, goals are implemented relating to youth programs that meet the requirements of WIOA Title I, Section 129.

WIOA Title II: Adult Education and Family Literacy Act

Chesapeake College is the grant recipient for the Title II, AEFLA Program that provides adult education, literacy activities and employment programming to the adult learners in our community. The Title II, AEFLA Partner in the Local Area offers customers a wide variety of secondary academic enrichment, including instruction for a high school diploma, and resources for English for Language Learners. These resources complement training and career development that may be offered through other Partner organizations.

Adult Education services are available at multiple sites across the service area. The following services are provided to adult learners:

- Intake, assessment, and referral based on an individual student's needs and academic ability.
- Instruction through one of, or a combination of English as a Second Language, Adult Basic Education and Adult Secondary Education Classes.
- Workforce and career development services may be made available in the context of the classroom including resume, cover letter and practice interviews. Communicating the availability of other American Job Center resources, such as local job fairs, relevant job opportunities and the resources through the Maryland Workforce Exchange may also be provided.

Department of Labor

This Partner commits to ensuring that costs are appropriately shared by Partners by basing contributions on proportionate share of use and/or access and requiring that all funds be spent solely for allowable purposes in a manner consistent with the applicable authorizing statute and all other applicable legal requirements, including the Federal cost principles.

WIOA Title III – Wagner Peyser

The Title III Partner in the Local Area offers customers a wide variety of career development and employment services as follows:

Job Applicant Services

- Provides applicant services: MWE job matching, referral to job openings, one-on-one job search, career exploration and follow-up;
- Provides labor exchange services: career assessment, labor market information, reemployment services (RESEA, ROW), job search workshops, interview preparation, and résumé assistance and résumé reviews;
- Provides hands-on resource area: computers, copiers and fax machines, job search resource literature, and information about the federal bonding program.

Online Services for job seekers

- The Maryland Workforce Exchange (MWE) is an online job resource which is available 24/7 for identifying job availability, training services, the list of approved training providers, occupational skills and interest assessment tools, labor market information, and equal employment opportunity information.

Business Services Team

- The local DWDAL Business Services Team provides business services: talent recruitment, networking activities, provision of labor market information, tax credit information, labor law information, pre-screening applicant skills, facilitating online testing of applicants, on-line advertising of recruitments, free of charge applicant interviewing space, including full workstations, and talent acquisition of transitioning ex-offenders.

Business Incentives

- Maryland Business Works provides training funds to increase incumbent workers' productivity, the upgrading of credentialed skills, and creates opportunities for expanding businesses' existing workforce.

- Apprenticeship Navigators have the responsibility of working with businesses, associations, unions and other organizations seeking to develop or participate in Registered Apprenticeship.

Unemployment Insurance Services

Due to tremendous strains on the UI staff and resources caused by the COVID-19 Pandemic, all individuals in need of assistance with Maryland unemployment issues are encouraged to first visit <https://beacon.labor.maryland.gov/> for detailed information and to apply for UI benefits. UI also encourages calling (667) 207-6520 to speak with a live agent for any issues or questions the website does not address.

- Provides basic instruction on how to apply for unemployment insurance online, or by telephone for an initial claim. Job Seeker and business services are provided to unemployment insurance claimants.
Unemployment Insurance is responsible for ensuring that meaningful assistance will be provided in the Upper Shore Area. In the context of providing assistance with UI claims, “meaningful assistance” means having staff well-trained in UI claims filing and claimant rights and responsibilities, available in the one stop centers to provide UI claim-filing assistance, if requested or if the individual is identified as needing the service due to barriers such as limited English proficiency, disabilities, or other barriers. The staff providing this assistance may be UI, Wagner-Peyser, or other one-stop partner staff who has been properly trained to provide this type of assistance and service. However, as described in UIPL No. 12-01, Outsourcing of Unemployment Compensation Administrative Functions, and further explained in UIPL No. 12-01, Change 1, Outsourcing of Unemployment Compensation Administrative Functions – Claims Taking, only merit staff may, in person at one-stop centers or remotely, answer questions, provide advice, or make decisions that could affect claimants’ UI eligibility.

Partner Services

- Provides American Job Center Partner cross-training on the Maryland Workforce Exchange. Partners are trained on MWE Activity History/Service Plan pages to allow follow up on their customers' activity history, and instituting service plans with DWDAL

Trade Act of 1974, Title II, Chapter 2, as amended

- Advise each worker who applies for unemployment insurance of all the benefits available under Trade and the procedures and deadlines for applying for such benefits
- Facilitate the early filing of petitions for any workers that are likely to be eligible for benefits under the Trade Act
- Advise each adversely affected worker to apply for training before, or at the same time, the worker applies for trade readjustment allowances

- Perform outreach to affected workers, intake of, and orientation for adversely affected workers and adversely affected incumbent workers covered by a certification
- Employment and case management services (To include: Trade application in the Maryland Workforce Exchange, individual employment plan, labor market information, follow up activities, benchmarks, etc.)
- Participates in Rapid Response activities, as directed by the state Dislocated Worker Unit.

Migrant and Seasonal Farmworkers

- Ensure that the services provided to Migrant Seasonal Farm Workers (MSFWs) are "qualitatively equivalent and quantitatively proportionate" to the services provided to other jobseekers. This means that MSFWs should receive all workforce development services, benefits and protections on an equitable and non-discriminatory basis (i.e., career guidance, testing, job development, training, and job referral). Ensuring equitable services for farmworkers. Managing the Employment Service (ES) and Employment-related Law Complaint System (Complaint System)
- Implementing and sustaining a Farmworker Outreach Program
- Providing Farmworkers notification of available ES services and workers' rights
- Facilitating the Agricultural Job Order Clearance Process
- Sustaining the Monitor Advocate System
- Collecting information about farmworker needs, characteristics, and concerns to improve the provision of services to farmworkers;
- Collaborating with a broad range of stakeholders, including community- and employer-based organizations;
- Ensuring that farmworkers are serviced equitably through the One-Stop Career Service Centers (American Job Centers);
- Producing annual service assessments and analyses to promote a better understanding of services to farmworkers and to highlight special efforts and accomplishments by states in serving them; and,
- Ensuring that all legal protections are afforded to farmworkers and that their complaints are promptly resolved.

Veteran Services, U.S.C. Title 38, Code 41

- In order to realign Disabled Veteran Outreach Program (DVOP) Specialists' roles, the United States Department Of Labor is directing that DVOP Specialists must limit their activities to providing services to eligible veterans and eligible spouses who: a. meet the definition of an individual with a Significant Barrier to Employment (SBE), or b. are members of a veteran population identified by the Secretary under 38 U.S.C. 4103A(a)(1)(C) as eligible for DVOP services.

- Ensure Veterans and eligible spouses receive Priority of Services (POS) in the American Job Center. This POS results in access to employment, training, and placement services at the front of the line ahead of other persons not eligible for priority of service.
- Local Veteran Employment Representatives conduct outreach to businesses in order to engage in advocacy with talent acquisition representatives to increase employment opportunities for veterans.
- The Disabled Veterans Outreach Program offers outreach in community venues in order to make veterans aware of services available

Senior Community Services Employment Program (SCSEP)

- Provide Employment and Training connections for the older Most In Need job seeker, including outreach, intake to determine eligibility, and orientation sessions for those interested in obtaining a training grant. Eligible participants learn, work, and serve others while receiving job related training in preparation for unsubsidized employment.
- Provides Case Management and Supportive Services to participants in SCSEP training programs.
- Refers Participants to the WIOA system partners as appropriate

WIOA Title IV, Division of Rehabilitation Services

The Maryland State Department of Education's Division of Rehabilitation Services (DORS), in accordance with 29 U.S.C. 721(a)(11) will provide the following services to **youth and adults** with disabilities:

- Provide intake, orientation, and assessments for disabled jobseekers;
- Promote employment of persons with disabilities;
- Based on a comprehensive assessment of an individual's disabilities, determine an individual's eligibility for services in accordance with the Division's Order of Selection criteria;
- Develop an Individualized Employment Plan;
- Provide guidance and counseling, physical restoration, and training to eligible persons with disabilities;
- Provide follow-up services to enhance job retention;
- Provide other services as may be available and appropriate;
- Provide Pre-Employment Transitioning Services for students with disabilities, as defined by WIOA;
- Provide Supported Employment Services for **youth and adults** with disabilities as defined by WIOA;
- Provide independent living services to enhance the capacity of persons with disabilities to live unaided in the community;
- Provide performance information as required by WIOA;
- Provide cross-training of workforce staff on disability related issues;
- Provide technical assistance on disability related issues and on assistive technology;

- Engage employers through the Division's Business Services Representatives;
- Work in a collaborative manner to coordinate services among the Workforce Partners for **youth and adults** with disabilities.

Perkins V: Post-Secondary

Chesapeake College is the Perkins V Post-Secondary Partner in the Upper Shore Workforce Area. Information and referral to Perkins V services at Chesapeake College Wye Mills and Chesapeake College Cambridge will be provided through American Job Center access to the Chesapeake College website, email, phone, and print media.

Basic Career Services

- Assessment of skill levels
- Job search assistance
- Career counseling
- Workforce, employment, and labor market information
- Financial Aid assistance for training and education programs not provided under WIOA

Individual Career Services

- Specialized assessments related to training programs
- Academic advising
- Career Planning
- Internships and clinical learning
- Workplace preparation activities

Training Services

- Training options listed on Eligible Training Provider List
- Skills upgrading
- Incumbent Worker training

County Departments of Social Services

- Eligibility determination for Temporary Assistance for Needy Families (TANF)
- Services that maximize access to and use of life management skills and eliminate barriers to employment for those job seekers receiving TANF grants
- Facilitation of eligibility determination for the Child Care Scholarship (CCS) program by forwarding CCS applications to the MD State Department of Education (MSDE) for processing

MAC, Inc Senior Community Services Employment Program (SCSEP)

- Provide Employment and Training connections for the older Most In Need job seeker, including outreach, intake to determine eligibility, and orientation sessions for those

interested in obtaining a training grant. Eligible participants learn, work, and serve others while receiving job related training in preparation for unsubsidized employment.

- Provides Case Management and Supportive Services to participants in SCSEP training programs.
- Refers Participants to the WIOA system partners as appropriate

Upper Shore Workforce Investment Board

A. The American Job Center Partners in the Local Area offer customers a wide variety of career development. The Partners commit to:

1. Ensure that the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the American Job Center system.
2. Provide access through the American Job Center delivery system to such programs or activities, including making career services provided under the Partner's program, available.
3. Ensure that costs are appropriately shared by Partners by basing contributions on proportionate share of use and/or access and requiring that all funds be spent solely for allowable purposes in a manner consistent with the applicable authorizing statute and all other applicable legal requirements, including the Federal cost principles.
4. Participate in the operation of the American Job Center delivery system consistent with the terms of this MOU, the requirements of WIOA, and the requirements of the federal, State, and local laws, regulations, rules, policies and plans applicable to the Parties in their respective roles under this MOU and as consistent with the laws, rules and regulations that govern each Partner's respective program.

B. Accessibility

1. The Parties acknowledge, for the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), on the basis of disability under Section 174 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq), on the basis of sex under Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et. seq.), or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, et. seq.), programs and activities funded or otherwise financially assisted in whole or in part under WIOA are considered to be programs and activities receiving Federal financial assistance.

2. The Parties will ensure that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity based on race, color, religion, sex (except as otherwise permitted under Title IX of the Education Amendments of 1972), national origin, age, disability, or political affiliation or belief.
3. The Parties will ensure that participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or will be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).
4. The Parties will ensure that no person may discriminate against an individual who is a participant in a program or activity that receives funds under this title, with respect to the terms and conditions affecting, or rights provided to, the individual, or the status of the individual as a participant.
5. The Parties will ensure participation in programs and activities or receiving funds under WIOA Title I shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States. Participation in programs and activities or receiving funds under WIOA Title II are not subject to the same requirement.

VI Referral Arrangements

The current method for referring individuals to appropriate partner agencies is primarily informal and delivered through the provision of information about programs. While some agencies have a structured process for referrals, there is not a uniform method used by all partners. The partners commit to utilizing a referral process that provides a seamless "warm hand off" to American Job Center partners. Referral arrangements and processes will comply with the United States Department of Labor's Training and Employment Guidance Letter 39-11, "Guidance on the Handling and Protection of Personally Identifiable Information" and Maryland Policy Issuance, PI 2019-04, "Privacy and Data Security".

VII. Resource Sharing Agreement

The purpose of the Resource Sharing Agreement (RSA) is to establish the terms and conditions of how the costs of the services and the operating costs of the American Job Center system will be funded, including funding of infrastructure costs of the Centers, funding of shared services, operating costs of the System, and the leveraging of in-kind contributions, as appropriate and pursuant to Section 121(h) (4) of WIOA.

The RSA is labeled as Exhibit 2 and made a part of this MOU.

A. Cost Allocation Methodology

The Parties agree to the extent feasible to align individual agency resources to support workforce development systems integration, when and where appropriate. The shared costs, the allocation method, and each Party's share are identified in the attached RSA. When an entity is invoiced by the lease holder for an American Job Center location, the cost will be based on the square footage occupied by the entity.

B. In-Kind Arrangements

The Parties may contribute to the costs of the partnership on an in-kind basis. Such a contribution must be agreed to by all the Parties and may be used to offset the costs of a Party's responsibility identified in the cost allocation plan, when appropriate. The details of In-Kind contributions are documented in the attached RSA.

C. RSA Fiscal Agent

The RSA Fiscal Agent is designated by all Parties to the RSA and is identified in the attached RSA Template(s).

D. American Job Center Shared Space:

Current leases for shared space are available from the entities listed below for the current American Job Center locations:

- Denton, MD: Caroline County Department of Social Services;
- Cambridge, MD: Chesapeake College Cambridge Center;
- Chestertown, MD: Upper Shore Workforce Investment Board;
- Centreville, MD: Queen Anne's County Department of Social Services;
- Easton, MD: the Maryland Department of Labor, Division of Workforce Development and Adult Learning.

VIII. Dispute Resolution Process

If an impasse should arise between the Parties regarding terms and conditions, performance, or administration of this MOU, Parties agree to first attempt to resolve any conflicts among themselves. Should there be no resolution; the Parties agree to abide by the process identified within the Policy.

IX. Applicable Law

This MOU will be construed, interpreted, and enforced according to the laws of the State of Maryland. Parties shall comply with all applicable Federal and State laws and regulations, and local laws to the extent that they are not in conflict with State or Federal requirements.

X. Confidentiality

A. All Parties expressly agree to abide by all applicable federal, State, and local laws and regulations regarding confidential information, including but not limited to 20 CFR Part 603; 45 CFR Section 205.50; Md. Code Ann., Gen'l Provisions §§ 4-307, 4-401 and 4-402; Md. Code, Lab. & Empl. § 8-625; COMAR 09.01.01, 09.33.01; 42 U.S.C. §503, 20 U.S.C. § 1232 (g); 34 CFR § 361.38; and 13A 11.06.01, as

amended if amended. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all the other Parties.

- A. Each Party will ensure that the collection and use of any information, systems, or records that contain Personally Identifiable Information (PII) will be limited to purposes that support the programs and activities described in this MOU.
- B. Each Party will ensure that access to software systems and files under its control that contain personally identifiable information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein. Each Party expressly agrees to take measures to ensure that no personally identifiable information is accessible by unauthorized individuals.
- C. To the extent confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all the requirements in 20 C.F.R. Part 603, including but not limited to requirements for payments of costs and permissible disclosures.

XI. Modification

The Parties agree to abide by the process for modification, as specified in the Policy. Modifications to this MOU must be in writing and signed by each Party.

XII. Termination

This MOU will remain in effect until the end date specified in Section I, unless:

- A. All Parties mutually agree to terminate this MOU prior to the end date.
- B. Federal oversight agencies charged with the administration of WIOA fails to appropriate funds or if funds are not otherwise made available for continued performance, for any fiscal period of this MOU succeeding the first fiscal period. Any Party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the Party has knowledge that funds may be unavailable for the continuation of this MOU.
- C. WIOA is repealed or superseded by subsequent federal law.
- D. Local area designation is changed under WIOA.
- E. A Party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the Chair of the Local Board specifying such breach in reasonable detail. In such event, the non-breaching Party(s) shall have the right to terminate this MOU by giving written notice thereof to the Party in breach, upon which termination will go into effect immediately.

In the event of termination, the Parties to the MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

Any Party may request to terminate its inclusion in this MOU by following the modification process identified in Section XI and as outlined in the Policy.

XIII. Non-Assignment

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of the other Parties.

XIV. Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

XV. Fair Practices Certification

The Parties certify that they prohibit, and covenant that they will continue to prohibit discrimination and certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender identification, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

XVI. Assurances of Non-Discrimination and Equal Opportunity in Agreements Funded by the U.S. Department of Labor

The Parties specifically agree that they will comply fully with the non-discrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act; the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1967, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37 and 38.

XVII. Drug and Alcohol-Free Workplace

The Parties certify they will comply with the State's policy concerning drug and alcohol-free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08, and with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 29 CFR 98, Subpart F.I.

XVIII. Certification Regarding Lobbying

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352) and 29 C.F.R. Part 93. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law.

XIX. Debarment and Suspension

All Parties shall comply with the debarment and suspension requirements (E.O.12549 and 12689) and 29 C.F.R. Part 98.

XX. Priority of Service

All Parties certify that they will adhere to all statutes, regulations, policies and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA Title I adult program.

XXI. Buy American Provision

Each Party that receives funds made available under Title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of Title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502.

XXII. Human Trafficking

Each Party certifies that it complies with Executive Order 13333 that requires termination without penalty of the MOU if a sub-grantee, contractor, or subcontractor engages in human trafficking.

XXIII. Salary Compensation and Bonus Limitations

Each Party certifies that it complies with Training and Employment Guidance Letter (TEGL) 05-06, 19-14, and 17-15 and Public Law 114-113, Division H, Title I, Section 105 restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of Executive Level II.

XXIV. Indemnification and Liability

To the extent permitted by Maryland law and the extent of available appropriations, each party shall be responsible for the conduct of its employees, agents, volunteers, and assigns. Notwithstanding anything to the contrary, nothing herein is to be deemed a waiver of any governmental immunity to which any party may be entitled under Maryland law, or otherwise. No party to this agreement shall assume any obligation to indemnify, hold harmless, or pay attorney's fees that may arise from or in any way be associated with the other parties' performance or operation of this MOU.

XXV. Signatures

Upper Shore Workforce Investment Board
Local Workforce Development Area
Memorandum of Understanding

2021-2023

Title I

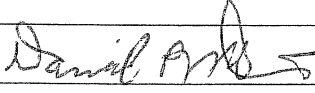
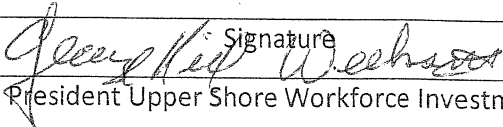
	George N. Weeks, III
Witness	Name
8/5/21	
Date	 Signature
	President Upper Shore Workforce Investment Board
Legal Sufficiency (if required)	Title

Exhibit 1:	Partner	Information	
Name	Partner	Title	Email
George N. Weeks, III	WIOA Title I	President Upper Shore Workforce Investment Board	gnwiii@marylandplasticsinc.com
Tiffany Robinson	WIOA Title II, III, UI, JVSG, MSFW, Trade Act, SCSEP	Secretary Maryland Department of Labor	Tiffany.robinson@maryland.gov
Scott Dennis	WIOA Title IV	Assistant State Superintendent	scott.dennis@maryland.gov
Pattle Tingle	SCSEP Dorchester County	Executive Director MAC, Inc	ptingle@macinc.org
	TANF Caroline County	Director Caroline Department of Human Services	
Jenifer DuBosq	TANF Dorchester County	Director Dorchester Department of Human Services	Jenifer.dubosq@maryland.gov
Shelly Neal-Edwards	TANF Kent County	Director Kent Department of Human Services	shellyl.neal- edwards@maryland.gov
Susan Copping	TANF Queen Anne's County	Director Queen Anne's Department of Human Services	susan.copping@maryland.gov
Linda Webb	TANF Talbot County	Director Talbot Department of Human Services	linda.webb@maryland.gov
Dr. Clifford Coppersmith	Perkins V Post-Secondary	President Chesapeake College	ccoppersmith@chesapeake.edu
Name	Partner	Title	EMail

Larry C. Porter	Caroline County Elected Official	President Caroline County Commission	lporter@carolinemd.org
Jay L. Newcomb	Dorchester County Elected Official	President Dorchester County Council	jnewcomb@docogonet.com
P. Thomas Mason	Kent County Elected Official	President Kent County Commission	tmason@kentgov.org
Christopher M. Corchiarino	Queen Anne's County Elected Official	President Queen Anne's County Commission	ccorchiarino@qac.org
Charles F. Callahan, III	Talbot County Elected Official	President Talbot County Council	ccallahan@talbotcountymd.gov

MOU Attachment			
Local Workforce Development Area:	Upper Shore		
	CL, DO, KE, QA, TA		
Start/End Date:	7/1/2021	to	6/30/2023
Fiscal Agent: See County Tabs			

Fiscal Agent: See County Tabs					Required Partner #1:	Required Partner #2:	Required Partner #3:	Required Partner #4:	Required Partner #5:	Required Partner #6:	Required Partner #7:	Required Partner #8:	Additional Partner #9:	Additional Partner #10	Totals
Upper Shore Resource Sharing Agreement		Report Date:	7/1/2021		WIOA Title I (Adult, Dislocated Worker and Youth)	WIOA Title II (Adult Education)	WIOA Title III (Wagner-Peyser)	WIOA Title IV (DORS)	TRADE: Labor	Jobs for Veterans State Grants	UI: Labor	TANF-DSS	SCSEP	Perkins V Post Secondary	
CFDA#					17,258, 17,259, 17,278	84,002	17,207	84,128	17,245	17,801, 804	17,225	93,558	17,235	84,048	
Allocation Method:	Square Footage														
Shared Expenses: Infrastructure															
	Rent				\$ 13,032	\$ 5,141	\$ 163,014	\$ 2,678	\$ 270	\$ 2,160	\$ 2,160	\$ 26,068	\$ -	\$ 6,711	\$ 114,523
	Utilities				\$ 723	\$ -	\$ 10,701	\$ -	\$ 54	\$ 380	\$ 380	\$ 1,972	\$ -	\$ -	\$ 13,610
	Telephone and Fax				\$ -	\$ -	\$ 15,980	\$ -	\$ -	\$ -	\$ -	\$ 4,248	\$ -	\$ -	\$ 8,228
	Maintenance				\$ 130	\$ -	\$ 1,510	\$ -	\$ -	\$ -	\$ -	\$ 6,674	\$ -	\$ -	\$ 6,804
	Security Services				\$ -	\$ -	\$ 25,920	\$ -	\$ -	\$ -	\$ -	\$ 25,920	\$ -	\$ -	\$ 25,920
	Web Hosting				\$ -	\$ -	\$ 2,771	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Internet				\$ 1,180	\$ -	\$ 3,540	\$ -	\$ -	\$ -	\$ -	\$ 5,506	\$ -	\$ -	\$ 10,226
	Signage				\$ 500	\$ 5,000	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,500
					\$ -	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses: Resources					\$ -	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Copiers				\$ -	\$ 400	\$ 6,460	\$ -	\$ -	\$ -	\$ -	\$ 3,517	\$ -	\$ -	\$ 10,377
	Supplies				\$ 360	\$ 545	\$ 3,725	\$ -	\$ -	\$ -	\$ -	\$ 3,980	\$ -	\$ -	\$ 13,660
	Fax Machines				\$ -	\$ -	\$ 4,075	\$ -	\$ -	\$ -	\$ -	\$ 319	\$ -	\$ -	\$ 4,394
	Cell Phone				\$ -	\$ 980	\$ 4,580	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Computers				\$ 2,000	\$ 3,600	\$ 10,198	\$ 8,198	\$ -	\$ -	\$ -	\$ 924	\$ -	\$ -	\$ 24,918
	Software				\$ -	\$ -	\$ 15,205	\$ -	\$ -	\$ -	\$ -	\$ 399	\$ -	\$ -	\$ 15,604
	Subscriptions				\$ -	\$ 2,500	\$ 17,200	\$ -	\$ -	\$ -	\$ -	\$ 800	\$ -	\$ -	\$ -
	Language Line				\$ 100	\$ -	\$ 1,385	\$ -	\$ -	\$ -	\$ -	\$ 681	\$ -	\$ -	\$ -
	Professional Development				\$ 15,000	\$ -	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ 866	\$ -	\$ -	\$ -
	Other: See County Tabs				\$ -	\$ 300	\$ 1,300	\$ -	\$ -	\$ -	\$ -	\$ 234	\$ -	\$ -	\$ 1,834
	Other: See County Tabs				\$ -	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses: Staff Services					\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
One Stop Operator					\$ 42,000	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Resource Staff					\$ 145,920	\$ 75,680	\$ 10,437	\$ 20,968	\$ 1,312	\$ 25,380	\$ -	\$ 272,393	\$ 14,500	\$ -	\$ 567,590
One-Stop Mgr					\$ 23,342	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ 24,680	\$ -	\$ -	\$ 48,022
Supervisor					\$ 36,615	\$ 17,416	\$ 19,485	\$ -	\$ -	\$ -	\$ -	\$ 70,293	\$ -	\$ -	\$ 133,809
					\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Value Added By Partner					\$ 281,902	\$ 111,562	\$ 151,233	\$ 31,844	\$ 1,636	\$ 27,920	\$ 2,540	\$ 449,474	\$ 14,500	\$ 6,711	\$ 1,072,611

Payment Recap
 Due from Partner to USWIB
 Due from Partner to MD Labor
 Total Invoiced and Paid By Partner

American Job Center
 Kent County: Chestertown
 Talbot County: Easton

Title I	Title II	Title IV	TANF	Total
\$ 2,870	\$ 2,708	\$ 2,408	\$ 1,937	\$ 7,053
\$ 2,870	\$ 2,709	\$ 270		\$ 5,849
\$ 2,870	\$ 5,417	\$ 2,678	\$ 1,937	\$ 12,902
MD Labor:	MD Labor:			
Invoice USWIB for Title I	Invoice USWIB for Title II			

Invoices are based on square footage used in Kent and Talbot
 See the "K" and "T" tab



August 5, 2021

Mr. P. Thomas Mason, President
Kent County Commission
400 High Street
Chestertown, MD 21620

Dear President Mason:

The Upper Shore Workforce Area is composed of five Counties- Caroline, Dorchester, Kent, Queen Anne's and Talbot. The Counties and the Upper Shore Workforce Investment Board have worked as a consortium for 38 years to implement federal employment and training grants to assist job seekers and employers in the area.

The Workforce Innovation and Opportunity Act of 2014 (WIOA) requires the Upper Shore Workforce Investment Board to create a Memorandum of Understanding between the Workforce Innovation and Opportunity Act Partners, the Upper Shore Workforce Investment Board and the Upper Shore Counties. The Memorandum of Understanding is the mechanism to provide services in each County. The Memorandum of Understanding that accompanies this letter has been signed by the Upper Shore Workforce Investment Board President, and the WIOA Partners.

The Upper Shore Workforce Investment Board and the Workforce Innovation and Opportunity Act Partners are requesting the concurrence of the Kent County Commission with the Memorandum of Understanding.

If you wish to have a presentation to the Kent County Commission of the components and implications of the Memorandum of Understanding, please call or email me at 410-822-1716 dmcdermott@chesapeake.edu to schedule such a presentation.

Thank you and the Kent County Commission for your continued support of Workforce Innovation and Opportunity Act services in the Upper Shore Workforce Area.

Sincerely,

Daniel P. McDermott
Executive Director

Upper Shore
Workforce Investment Board

The Upper Shore Workforce Investment Board is an equal opportunity employer/program
Auxiliary aids are available upon request to individuals with disabilities.

County Commissioners

Office

Date 8-10-21 LC



**Daniel P. McDermott, Executive Director, Upper Shore Workforce
Investment Board**

8/24/2021

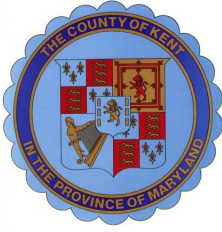
County Commissioners Meeting

Item Summary:

Member Reappointment

ATTACHMENTS:

Description



**Chestertown Volunteer Fire Company, Raffle Only, August 21, 2021
8/24/2021
County Commissioners Meeting**

ATTACHMENTS:

Description

13-2021 Chestertown Volunteer Fire Company, Raffle Only, August 21, 2021, Application

13-2021 Chestertown Volunteer Fire Company, Raffle Only

Permit#

13-2021

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

Pursuant to the provisions of the Annotated Code of Maryland, Criminal Law §§ 13-1701 to 13-1706.

Name of Organization:	Chestertown Volunteer Fire Co.		
Address of Organization:	211 Maple Ave. P.O. Box 286 Chestertown MD 21620		
Telephone:	(410) 778-3434		
Is the organization formed or located in Kent County?	☒ Yes ☐ No		
Does the organization serve the residents of Kent County?	☒ Yes	☐ No	
Is this organization tax exempt under the provisions of the Internal Revenue Code?	☒ Yes	☐ No	
Tax Exempt Number:			

Person responsible for complying with permit regulations and requirements:

Name: Cindy Morris
Address: 108 Walnut St. Church Hill MD 21620
E-Mail: Secretary@CVFC.org
Telephone: (410) 708-6357

Type of permit sought: ☒ Raffle Only ☐ Combined gaming devices used in a single fund-raising event

Location address of fund-raising affair: Various

Are these premises owned, leased, or regularly occupied by the organization named above? ☒ Yes ☐ No

Date(s) of fund-raising: August - December 2021

Date and Time of Drawing: August 21, 2021 Begin at: End at:

If you are seeking a permit authorizing only a raffle that is not conducted in combination with other gaming activity, please sign below.

If, however, you are seeking to conduct a fund-raiser using more than one gaming activity in a single event, please complete the following page.

Signature of person completing this application: Cindy Morris

Please Select One:

☒ Pick Up

☐ Mail Permit (will be mailed to person responsible)

Pursuant to the provisions of the Annotated Code of Maryland, Criminal Law §§ 13-1701 to 13-1706.

Check the gaming devices to be used at this fund-raising event to award merchandise or cash prizes:

☒ Raffles	☐ Chance books	☐ Paddle Wheels
☐ Wheels of fortune	☐ Card games	☐ Lotteries

☐ Other _____

Will this fund-raiser be managed and operated only by individuals domiciled in Kent County? ☒ Yes ☐ No

If no, please explain circumstances:

Will alcoholic beverages be served or available for purchase at this fund-raising event? Yes ☒ No

Is the organization a religious organization? Yes ☒ No

If yes, has it conducted services regularly in Kent County for at least three (3) years? Yes ☐ No

Where are services conducted and how often? _____

What percentage of funds derived from the multiple gaming devices will be spent or donated to:

_____ % Civic _____ % Charitable _____ % Educational

Name, address and telephone of person completing application:

Cindy Morris
108 Walnut St
Church Hill, MD 21623
(410) 708 6357

Signature of person completing application: Cindy Morris

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-4600

E-MAIL kentcounty@kentgov.org
www.kentcounty.com

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT

PERMIT NO 13-2021

Name of Organization: **CHESTERTOWN VOLUNTEER FIRE COMPANY**
211 Maple Avenue
P.O. Box 296
Chestertown, MD 21620

Responsible Person: **Cindy Morris**
108 Walnut Street
Church Hill, MD 21623

Approved by the Board of County Commissioners: **August 24, 2021**
Activity Permitted:

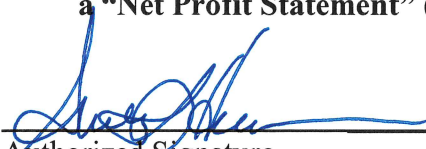
- | | | |
|-----|--|-------------------------------------|
| (1) | Multiple Gaming Device | ☐ |
| (2) | Combination Multiple Gaming Device/Raffle | ☐ |
| (3) | Raffle Only | ☒ |
| (4) | "50/50" UP TO \$100 per regular business meeting | ☐ |

Location of Activity: **Various Locations**

Date & Time of Activity: **August 21, 2021**

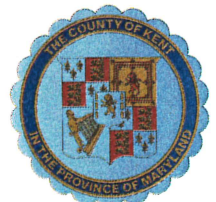
COMMENTS/CONDITIONS:

***Within thirty (30) days after the permitted activity, the organization must submit a "Net Profit Statement" (copy attached) to the County Commissioners' Office.**


Authorized Signature

County Administrator
Title

August 24, 2021
Date





Wayne Rickert, Executive Director, Rebuilding Together Kent County
8/24/2021
County Commissioners Meeting

Item Summary:

Letter of Support

ATTACHMENTS:

Description

08.03.21 Jack A. Daniels, CDA Lending and Risk Director, Special Loans and Administration, Maryland Affordable Housing Trust, Rebuilding Together Kent County Grant Application Letter of Support

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-4600
E-MAIL kentcounty@kentgov.org
www.kentcounty.com

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

August 3, 2021

Jack A. Daniels
CDA Lending and Risk Director
Special Loans and Administration
Maryland Affordable Housing Trust
Maryland Department of Housing and Community Development
7800 Harkins Road
Lanham, Maryland 20706

Dear Mr. Daniels:

The County Commissioners of Kent County support Rebuilding Together Kent County's (RTKC) Maryland Affordable Housing Trust grant application for rehabilitation assistance to low-income families. This project will address the important issue of substandard housing in Kent County.

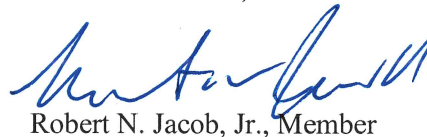
RTKC has assisted homeowners with rehabilitation assistance since 2004. This project will allow RTKC to continue to rehabilitate and make repairs on homes in the County. These repairs will improve substandard conditions and the improvements will allow families to remain in their home.

We respectfully request your favorable review of RTKC's grant application. We thank you for the opportunity to offer support for this grant.

Very truly yours,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

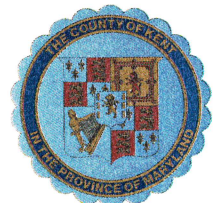


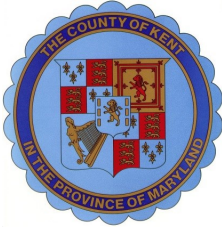
P. Thomas Mason, President


Ronald H. Fithian, Member
Robert N. Jacob, Jr., Member

KCC/sw

cc: Wayne Rickert, Executive Director, Rebuilding Together Kent County, Maryland





**Cindy Stone, Director, Community Development Programs, Maryland
Department of Housing and Community Development**

8/24/2021

County Commissioners Meeting

Item Summary:

Maryland Community Development Block Grant Program

ATTACHMENTS:

Description

08.24.21 Cindy Stone, Director, Community Development Programs, Maryland Department of Housing and Community Development, Scheduled Monitoring Visit Maryland Community Development Block Grant Program, Grant Number CV-1-7



LARRY HOGAN
Governor
BOYD K. RUTHERFORD
Lt. Governor
KENNETH C. HOLT
Secretary
OWEN MCEVOY
Deputy Secretary

July 28, 2021

The Honorable P. Thomas Mason
President
Board of County Commissioners
Kent County
400 High Street
Chestertown MD 21620

RE: Scheduled Monitoring Visit
Maryland Community Development Block Grant Program
Grant Number: CV-1-7

Dear President Mason:

Based on a recent conversation with William Mackey of your staff, this letter is to confirm our agreement on the date of August 11th for the monitoring review of the above referenced Maryland Community Development Block Grant funded project. The purpose of the review is to ensure that the grant is being administered in accordance with all statutory and regulatory requirements and policies, and to identify any problems and/or issues in meeting program requirements.

The staff review will begin at 1:00 p.m. on August 11th at the County offices. It would be helpful in facilitating the review if a work area could be set aside for review of the grant files and records. Following this visit, staff will contact staff directly to periodically monitor the grants, throughout the life of the grant.

If you have any questions, please contact your Project Manager, Justin Fair, at 301/429-7499.

Sincerely,

Cindy Stone
Director
Community Development Programs

cc: William Mackey, County
Justin Fair, CDBG

County Commissioners
Office

Date 8-2-21 LC





Maryland Department of Transportation State Highway Administration

8/24/2021

County Commissioners Meeting

Item Summary:

Memorandum of Understanding

ATTACHMENTS:

Description

08.24.21 Master Memorandum of Understanding (MOU) for Weed Control By and Between Kent County and Maryland Department of Transportation State Highway Administration

MASTER MEMORANDUM OF UNDERSTANDING

for

WEED CONTROL PROGRAM

by and between

KENT COUNTY

and

MARYLAND DEPARTMENT OF TRANSPORTATION

STATE HIGHWAY ADMINISTRATION

THIS MASTER MEMORANDUM OF UNDERSTANDING (Master MOU), executed in duplicate, made effective on the _____ day of _____ 2021, by and between the Maryland Department of Transportation State Highway Administration, acting for and on behalf of the State of Maryland, hereinafter referred to as "**MDOT SHA**" and Kent County, Maryland, a body politic and corporate and a political subdivision of the State of Maryland, hereinafter referred to as the "**COUNTY**."

WHEREAS, portions of Title 9, Subtitle 4 of the Agriculture Article of the Maryland Annotated Code, which addresses weed control within the State of Maryland, identify certain species of vegetation as noxious weeds, and require all property owners within the State to eradicate or control the noxious weeds on its properties; and

WHEREAS, the Secretary of the Maryland Department of Agriculture has prescribed practices to eradicate or control the noxious weeds by applying herbicides working through approved personnel of the COUNTY; and

WHEREAS, MDOT SHA has determined that it will control the noxious weeds located on various MDOT SHA rights-of-way, MDOT SHA easements, MDOT SHA partner sites, and other MDOT SHA's properties (collectively, "**MDOT SHA PROPERTY**") by application of herbicide treatment; and

WHEREAS, the MDOT SHA does not have adequate equipment or personnel to apply the herbicides in order to control its noxious weeds and other prohibited or nuisance weeds on MDOT SHA PROPERTY (collectively "**WEED CONTROL**"); and

WHEREAS, the COUNTY does have the equipment and personnel to properly apply the herbicides for WEED CONTROL on COUNTY properties; and

WHEREAS, the COUNTY is also able to apply herbicides for WEED CONTROL on MDOT SHA PROPERTY; and

WHEREAS, MDOT SHA and the COUNTY agree that WEED CONTROL on MDOT SHA PROPERTY will promote the safety, health and general welfare of the citizens of the State and the COUNTY.

NOW THEREFORE, be it understood that MDOT SHA and the COUNTY do hereby agree as follows:

I. SOURCE AND LEVEL OF FUNDING

MDOT SHA shall secure and provide funds for WEED CONTROL consistent with Scope of Work, but the total amount paid under this MASTER MOU shall not exceed 5-Year Funding Level of Two Hundred Thirty-Seven Thousand Five Hundred Dollars (\$237,500.00) through the duration of this MASTER MOU. The obligation of MDOT SHA to make payments under this MASTER MOU is subject to the appropriation of funds from the Maryland General Assembly and available funds for WEED CONTROL activities. The obligation of the County to provide WEED CONTROL under this MASTER MOU is subject to the appropriation of funds from the COUNTY.

II. SCOPE OF WORK

- A. The COUNTY shall perform WEED CONTROL on areas of MDOT SHA PROPERTY within Kent County, that have been designated in writing by MDOT SHA with herbicides that have been approved by the Secretary of the Department of Agriculture and MDOT SHA and that meet all other legal and regulatory requirements for use in the State of Maryland.
- B. The hourly rate for the cost of application, the fiscal year during which the applications are to be completed, and any special requirements particular to the work will be set forth in a supplemental Project Task Agreement substantially similar to the form letter attached hereto as **Exhibit No. 1 ("PTA")** and will be executed annually by an authorized representative of the COUNTY and by an authorized representative of MDOT SHA who is requesting COUNTY services.
- C. When MDOT SHA determines that the WEED CONTROL area is affected by the requirements of MDOT "Manual for the Uniform Traffic Control Devices", chapter for the "Temporary Traffic Control Typical Application" mandating that a "Truck or Trailer-Truck Mounted Attenuator" ("**ATTENUATOR**") must be utilized during WEED CONTROL operations, advance arrangements to obtain and deploy the ATTENUATOR must be made with the pertinent MDOT SHA Maintenance Shop at least three (3) business days before the WEED CONTROL operations. The request for ATTENUATOR should be addressed to the Resident Maintenance Engineer of the MDOT SHA Maintenance Shop. The funding to utilize the ATTENUATOR will be borne by the MDOT SHA Maintenance Shop, and is not part of the MDOT SHA funding for WEED CONTROL.

III. COUNTY Responsibilities

- A. The COUNTY shall meet with MDOT SHA prior to initiating any WEED CONTROL during the year that is covered by the PTA and will receive from

MDOT SHA maps, diagrams, plats, and/or written description of the areas of MDOT SHA PROPERTY designated for WEED CONTROL, and shall review the herbicide operations requirements, including Section II.C above.

- B. The COUNTY shall be prepared to present documentation to verify all licenses, permits, training and inspections, on demand by designated MDOT SHA personnel.
- C. The COUNTY shall send email notice to MDOT SHA as directed before performing WEED CONTROL, shall utilize internet-based GIS software to record and track WEED CONTROL locations, and shall keep complete records to document all calibrations and WEED CONTROL operations.
- D. The COUNTY shall provide MDOT SHA with a completed copy of the MDOT SHA Herbicide Team Activity Card (the “**ACTIVITY CARD**”) for all work performed on MDOT SHA PROPERTY within three (3) business days after performing WEED CONTROL. The COUNTY shall record each location of WEED CONTROL, the name and application rate of each herbicide, the date and time of application, the personnel employed and the number of hours each worked, and other information necessary to complete the ACTIVITY CARD.
- E. The COUNTY shall invoice MDOT SHA on a monthly basis for all costs incurred to mix and apply herbicides, cleanup and travel time. Each invoice shall be accompanied by sufficient documentation that will allow MDOT SHA to adequately verify the charges, and shall include, but not be limited to, the ACTIVITY CARDS submitted by the COUNTY during the invoice period.
- F. The COUNTY shall send WEED CONTROL invoices, ACTIVITY CARDS and other documentation by email to WeedBoards@MDOT.Maryland.gov.
- G. The COUNTY shall not perform WEED CONTROL on any land adjoining the MDOT SHA PROPERTY when performing work under this MASTER MOU.

IV. MDOT SHA Responsibilities

- A. MDOT SHA PROPERTY identified for WEED CONTROL shall be designated by MDOT SHA in conformance with plans developed at the ANNUAL MEETING in conformance with paragraph V.B, and in work plans approved by MDOT SHA through the growing season.
- B. MDOT SHA shall make special note of any areas of MDOT SHA PROPERTY that are not to receive WEED CONTROL.
- C. MDOT SHA shall determine if the use of an ATTENUATOR is required for a WEED CONTROL area and provide the ATTENUATOR in accordance with paragraph II.C.
- D. MDOT SHA shall provide the COUNTY permission to access necessary databases to record and track WEED CONTROL activities, and shall provide electronic format of the ACTIVITY CARD to be used.
- E. MDOT SHA shall provide the required herbicides to the appropriate COUNTY representative prior to scheduled application.

- F. MDOT SHA shall be invoiced for the cost of any herbicides for which MDOT SHA has provided written approval to use, and for which no inventory exists in MDOT SHA supplies.
- G. MDOT SHA shall reimburse the COUNTY for all costs incurred by the COUNTY for applying herbicides to MDOT SHA PROPERTY as provided for in this MASTER MOU and/or in the PTA within thirty (30) days of receipt of each periodic invoice that has been accepted by MDOT SHA.
- H. OED will serve as the principal point of contact for matters related to funding and program planning of WEED CONTROL.
- I. OED Landscape Programs Division (“OED-LPD”) will schedule and lead the ANNUAL MEETING and other coordination meetings for WEED CONTROL.
- J. OED-LPD or as assigned will map, review, approve, and track WEED CONTROL operations and payments.

V. GENERAL

- A. The terms of this MASTER MOU shall be binding from the date first written above until June 30, 2026, or until sixty (60) days after written notice has been given by either party to the other that they elect to no longer be bound by the terms and conditions of this MASTER MOU and/or the PTA.
- B. MDOT SHA and the COUNTY shall meet at an annual meeting each year between January 1 and April 1 to: (i) document current WEED CONTROL objectives, (ii) document areas to be treated, (iii) review the responsibilities of MDOT SHA and the COUNTY, (iv) determine the reimbursement hourly rate, and (v) finalize the PTA for that year.
- C. The COUNTY shall, to the limits of applicable law and subject to available appropriations, indemnify, hold harmless and defend, at MDOT SHA’s option, the State of Maryland, MDOT SHA and the Maryland Department of Transportation, from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys’ fees, in connection with the loss of life, personal injury and/or property damage arising from or in connection with the herbicide application, or other activities performed pursuant to this MASTER MOU or the PTA by the COUNTY or its contractors, agents or assigns.
- D. This MASTER MOU shall inure to and be binding upon the parties hereto, their agents, successors and assigns.
- E. This MASTER MOU and the rights and liabilities of the parties hereto shall be determined in accordance with Maryland law and in Maryland courts.
- F. The recitals (WHEREAS clauses) at the beginning of this MASTER MOU are incorporated as substantive provisions of this MOU.

- G. All notices, if to MDOT SHA, shall be addressed to the MDOT SHA Office of Environmental Design authorized representative executing the supplemental PTA, as follows:

Ms. Sonal Ram, P.E.
Director of MDOT SHA Office of Environmental Design
707 N. Calvert Street, Mailstop C-303
Baltimore, MD 21202
Phone: 410 545-8640
E-mail: sram@mdot.maryland.gov

A copy of all correspondence and executed PTA shall be addressed to:

The Agreements Division
MDOT SHA Office of Procurement and Contract Management
707 N. Calvert Street, Mailstop C-405
Baltimore, MD 21202
Phone: 410 545-5636
E-mail: shaaggreementsteam@mdot.maryland.gov

And if to the COUNTY to:

P. Thomas Mason, President
~~Kent County Administrator~~
400 High Street
Chestertown, MD 21620
E-mail: tmason@kentgov.org

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have caused this MASTER MOU to be executed by their respective duly authorized officers.

**MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION**

WITNESS:

(SEAL)

BY: _____

Maurice Agostino, P.E.
Acting Deputy Administrator/Chief Engineer for
Planning, Engineering, Real Estate and
Environment

Date

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

RECOMMENDED FOR APPROVAL:

This ____ Day of _____, 20__

Assistant Attorney General

Andre Futrell
Deputy Administrator for Operations

Sonal Ram, P.E.
Director
Office of Environmental Design

William J. Bertrand
Director
Office of Finance

KENT COUNTY, MARYLAND

a body politic and corporate

WITNESS:

Lacey I. Cox
8/13/21

BY: P. Thomas Mason

P. Thomas Mason

~~Kent County Administrator~~

President

KENT COUNTY

PROJECT TASK AGREEMENT # _____ (PTA#)

WEED CONTROL

by and between the

Maryland Department of Transportation
State Highway Administration
and
Kent County, Maryland

This Project Task Agreement Number _____ (PTA# _____) executed in duplicate, made effective this _____ day of _____ 2021, by and between the Maryland Department of Transportation State Highway Administration (“**MDOT SHA**”), acting for and on behalf of the State of Maryland, and Kent County, Maryland (the “**County**”), a body corporate and politic, sets forth the understanding between the parties pertaining to funding and responsibilities for an infrastructure project in Kent County, in accordance with the terms and conditions set forth in a Master Memorandum of Understanding (“**MASTER MOU**”) executed by the parties and dated _____.

WHEREAS, the MDOT SHA has determined that it will control the noxious weeds located on various MDOT SHA rights-of-way, MDOT SHA easements, MDOT SHA partner sites, and other MDOT SHA’s properties (collectively, “**MDOT SHA PROPERTY**”) by application of herbicide treatment; and

WHEREAS, the MDOT SHA does not have adequate equipment or personnel to apply the herbicides in order to control its noxious weeds and other prohibited or nuisance weeds on MDOT SHA PROPERTY (collectively “**WEED CONTROL**”); and

WHEREAS, the County and MDOT SHA, in accordance with the MASTER MOU, are to set the hourly rates for MDOT SHA to reimburse the COUNTY for the application of herbicide by the COUNTY; and

WHEREAS, the County and MDOT SHA have jointly identified “WEED CONTROL” as Project Task Agreement # _____, (PTA# _____) sometimes herein referred to as the “**PROJECT**”; and

WHEREAS, MDOT SHA and the County agree that the PROJECT is a benefit to both parties and will promote the health, safety, and general welfare of the citizens of the County and the State of Maryland.

NOW, THEREFORE, be it understood that MDOT SHA and the County do hereby agree as follows:

I. PROJECT DESCRIPTION and DEFINITIONS

- A.** The parties understand that any change to the PROJECT or any terms herein shall require that an amendment to this PTA be executed by the parties hereto.
- B.** WEED CONTROL shall be performed by COUNTY from the execution date of this PTA until its expiration on June 30, 2022.
- C.** The hourly rate for WEED CONTROL by the COUNTY for the PROJECT is One Hundred and Fifty Dollars (\$150.00) per hour for a two-person crew with equipment, and is One Hundred and Twenty Dollars (\$120.00) per hour for a one-person crew with equipment.

The hourly rate set forth above which MDOT SHA may pay the COUNTY shall cover the cost of labor and equipment for applying the herbicides.

D. The total amount to be recoverable by the County from MDOT SHA for the PROJECT shall not exceed Nineteen Thousand Two Hundred Dollars (\$19,200.00) (“**MDOT SHA FUNDING**”).

E. The maximum amount of MDOT SHA FUNDING that MDOT SHA will pay the COUNTY for the PROJECT are as follows:

MDOT SHA Office of Environmental Design (“**OED**”) may pay a total amount for roadside invasive weed control not to exceed Twelve Thousand Nine Hundred Dollars (\$12,900.00); and

OED may pay a total amount for wetland invasive weed control not to exceed Zero Dollars (\$0.00); and

MDOT SHA District 2, Chestertown Shop (“**SHOP**”) may pay a total amount not to exceed Six Thousand Three Hundred Dollars (\$6,300.00); however

The allocation of the amounts identified above may vary as directed by OED, so long as the total amount does not exceed the amount of MDOT SHA FUNDING.

F. When MDOT SHA Book of Standards - Category 1 for Temporary Traffic Control Typical Application requires a Truck or Trailer-Truck Mounted Attenuator (“**ATTENUATOR**”), the COUNTY shall provide at least 3 days notice to the pertinent SHOP to obtain and deploy the ATTENUATOR before beginning WEED CONTROL operations. The cost of ATTENUATOR will be borne by the SHOP.

G. COUNTY invoices shall be sent by email to WeedBoards@mdot.maryland.gov or to other email boxes designated by MDOT SHA. In addition to email, paper invoices may be sent by postal mail to:

LPD Technical Resources Team
Office of Environmental Design
MDOT State Highway Administration
707 N. Calvert St. C-303
Baltimore, MD 21202

If the terms of this PTA meet with your approval.

1. Please sign the two (2) original PTAs where indicated.
2. Scan and send a copy of the signed PTA to GBocharov@mdot.maryland.gov and to WeedBoards@mdot.maryland.gov.
3. Send one (1) signed original of the signed PTA by postal mail to:

Galina Bocharov, Agreements Coordinator
Office of Procurement & Contract Management
MDOT State Highway Administration
707 North Calvert Street Mailstop C-405
Baltimore, MD 21202

4. The other signed PTA is to be retained by the COUNTY for its use and information.

(Signature Pages Follow)

PROJECT TASK NUMBER _____

AUTHORIZATION SIGNATURES:

**MARYLAND DEPARTMENT
OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION**

Sonal Ram, P.E. Date
Director
Office of Environmental Design

Witness

Approved as to Fund Availability:

Verification that Individual Task Proposal
is consistent with MASTER MOU:

William Bertrand
Director
Office of Finance

Dale Edwards, Chief
Agreements Division

ATTEST:

KENT COUNTY, MARYLAND

WITNESS:

Lacey J. Cox

8/16/21

BY: *P. Thomas Mason*

P. Thomas Mason, President
~~Kent County Administrator~~



Sondra M. Blackiston, Clerk/KATE Manager
8/24/2021
County Commissioners Meeting

Item Summary:

License Update

ATTACHMENTS:

Description

08.24.21 Memo to Board of License Commissioners, License Update Haven Harbour Marina



MEMORANDUM

To: Commissioners Mason, Fithian, and Jacob
From: Sondra M. Blackiston, Clerk/Kate Manager
Cc: Shelley Heller, County Administrator
Thomas N. Yeager, County Attorney
Brandon L. McFayden, Inspector
Date: August 24, 2021
Subject: License Update Haven Harbour Marina, LLC

On August 3, 2021, the Board approved the removal of Dorothy Wetmore and the addition of Sarah Ulrick to a Class B, Beer, Wine, and Liquor License issued to Haven Harbour Marina, LLC.

Inspector McFayden retrieved License No. 4677 from the premises, staff completed the appropriate modifications, and the modified license was returned to Ms. Ulrick. The transaction will be recorded in the alcoholic beverage monthly report of retail license activity given to the Comptroller of Maryland.



Brandon McFayden, Inspector, Kent Alcohol and Tobacco Enforcement
8/24/2021
County Commissioners Meeting

Item Summary:

License Update

ATTACHMENTS:

Description

08.24.21 Memo to Board of License Commissioners, License Update Wheelhouse



MEMORANDUM

To: Commissioners Mason, Fithian, and Jacob
From: Brandon L. McFayden, Inspector
Cc: Shelley Heller, County Administrator
Thomas N. Yeager, County Attorney
Date: August 24, 2021
Subject: License Update Wheelhouse Restaurant LLC

Wheelhouse Restaurant closed during COVID-19 and never reopened. The business is listed for sale. Governor Hogan's Order No. 21-06-15-01 terminated various emergency orders. The 45-day administrative grace period ended on August 15, 2021. The establishment did not renew their alcoholic beverage license in the last two licensing periods. The appropriate action is to close out the establishment by field inspection.



Brandon McFayden, Inspector, Kent Alcohol and Tobacco Enforcement
8/24/2021
County Commissioners Meeting

Item Summary:

License Update

ATTACHMENTS:

Description

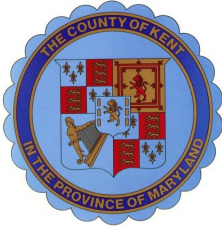
08.24.21 Memo to Board of License Commissioners, License Update Barbara's on the Bay



MEMORANDUM

To: Commissioners Mason, Fithian, and Jacob
From: Brandon L. McFayden, Inspector
Cc: Shelley Heller, County Administrator
Thomas N. Yeager, County Attorney
Date: August 24, 2021
Subject: License Update Barbara's on the Bay, Inc.

Barbara's on the Bay permanently closed on August 8, 2021. Ms. Esmonde plans to vacate the premises by the end of September. Steps are being taken to close out the establishment. If all requirements are met, the license holder may be eligible for a prorated refund for the cost of the license.



Brandon McFayden, Inspector, Kent Alcohol and Tobacco Enforcement
8/24/2021
County Commissioners Meeting

Item Summary:

Extended Privileges and/or Deliveries

ATTACHMENTS:

Description

Request to Extended Privileges and-or Deliveries of Alcoholic Beverages for Off-Premises Consumption Registrations

2021 Extended Privilege Education Form

Request for Extended Privileges and/or Deliveries of Alcoholic Beverages for Off-Premises Consumption

1. 98 Cannon River Front Gille
2. Bad Alfred's
3. Great Oak Landing
4. Harbor Shack
5. J.J.'s Deli & Liquors
6. LTO
7. Luisa's Cucina Italiana
8. Molly's Mart
9. Molly's Restaurant
10. Pip's Discount Liquors
11. Procolino's Pizza Shop
12. Shore Stop of Rock Hall #221
13. Uncle Charlie's Bistro
14. Waterbased Inc. T/A Bay Wolf Restaurant
15. Weldon Inc. T/A Waterman's Crab House
16. Worton Creek Marina
17. Zelda Speakeasy

STATE OF MARYLAND, ALCOHOLIC BEVERAGE DIVISION
Kent County, Local Licensing Authority

EXTENDED PRIVILEGE

ALCOHOL TO-GO PRIVILEGE:

1. Holders of a Class B or a Class D license may apply for permission to allow the holder to sell mixed drinks or cocktails, if authorized under its license, for off-premises consumption.
2. License holders must register and receive written authorization from the Board to take advantage of this privilege.
3. The seller must be certified in alcohol awareness training, such as T.I.P.S.
4. Alcoholic beverages sold for off-premises consumption must be purchased along with prepared food (other than prepackaged snacks).
5. The alcoholic beverage to-go containers must be closed with a cap, cork, seal, or lid with no holes for straws or sipping.
6. The individual purchasing the alcoholic beverage must be at least 21 years of age and provide valid identification as proof of age.
7. The Inspector will periodically and randomly check to ensure that all documents, logs, and ledgers are being maintained properly.
8. Prohibits sales after 11:00 p.m. in connection with this Extended Privilege.

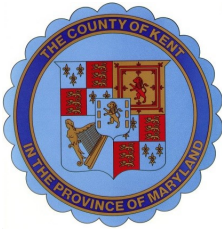
ALCOHOL DELIVERY PRIVILEGE:

1. Holders of a Class A, Class B, and Class D license must register and receive written authorization from the Board to take advantage of this privilege.
2. The point of sale **must** take place in the retail establishment.
3. A licensed holder, or an employee of the licensed holder, may deliver an alcoholic beverage(s) to an individual who must be at least 21 years of age.
4. The alcoholic beverage(s) must be delivered by an individual having alcohol awareness training.
 - a. The delivery person must have proof of their alcohol awareness training in their possession.
5. The delivery person must confirm age of person to whom they deliver the alcohol to.
 - a. An Alcoholic Beverage Purchaser's Age Documentation Form must be completed.
 - b. A Log of the Alcoholic Beverage Purchaser's Age Documentation must be maintained at the licensed establishment and the manager must know its location.
6. Each alcoholic beverage sold for delivery is provided in the manufacturer's original sealed container or in a container with a closed cap, cork, seal, or lid with no holes for straws or sipping.
7. Sold or delivered not later than 11:00 p.m. in connection with this Extended Privilege.
8. The alcoholic beverage cannot be delivered to another licensed premises or to an address located outside of Kent County.

Name of Individual Trained, Signature

Name of Establishment

Alcoholic Beverage and Tobacco Inspector, Date



Procedures for Public Comment 8/24/2021 County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment

08.24.21 Public Comments Sign In Sheet

BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY PROCEDURES FOR PUBLIC COMMENT

In response to the State of Emergency due to COVID-19, and in lieu of public appearance, the meeting is being held virtually, via teleconference and viewable on the County website at www.kentcounty.com/government.

It is our desire that everyone who wishes to comment be given a fair and uninterrupted opportunity to express their views to the County Commissioners during this public comment period.

- Comments will be limited to three (3) minutes in length.
- Comments longer than three (3) minutes will be required to be submitted in writing.
- The Board President will open the meeting to Public Comments, citizens are asked to state their name, address, and the topic of interest. Citizens are to ask that all views be expressed in a respectful and civil manner. The Board respects your desire and right to convey your message freely. We ask as a courtesy to the Board and our citizens that you respect the Commissioners' request to refrain from naming citizens and name calling when offering any critique.

The County staff will acknowledge each caller, in the order they called in, announce the last 4 digits of the phone number that was used to call in, and will ask the caller to unmute their phone allowing them to comment.

**PUBLIC COMMENTS
SIGN IN SHEET
August 24, 2021**

NAME (please print)	ADDRESS	Topic
MILFORD MURRAY	200 Calvert St	Acting on Kent Leasing



**Amy S. Crowding, Executive Director, Horizons Kent and Queen Anne's
8/24/2021
County Commissioners Meeting**

Item Summary:

Thank You Letter

ATTACHMENTS:

Description

08.24.21 Amy S. Crowding, Executive Director, Horizons Kent and Queen Anne's, Thank You Letter



July 30, 2021

Ms. Jamie Williams
Kent County Office of Economic Development & Tourism
400 High Street, 3rd Floor
Chestertown, MD 21620

Dear Jamie,

Thank you for your generous grant of \$3,756.73 to Horizons of Kent and Queen Anne's on July 30, 2021.

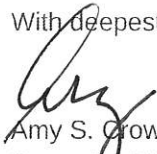
Your generosity inspires us to look beyond the challenges of the pandemic and commit our full effort and heart to ensure that every child thrives and experiences six weeks of happiness. To that end, we launched an in-person summer program that offered a variety of academic and enrichment opportunities to keep our students thinking, exploring, and learning.



*Thank you for
your continued
support of Horizons!*

Our current and future success is only possible because of the continued generosity of valued friends like you. Thank you for supporting our mission and our kids!

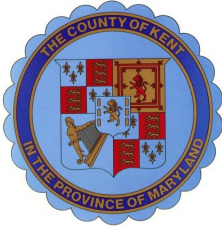
With deepest respect and gratitude,


Amy S. Crowding
Executive Director

FOR YOUR TAX PURPOSES

Your donation is tax deductible to the extent allowed by law. We acknowledge no goods or services were provided to you in return for your contribution. Please save this letter for your tax records as confirmation of your donation. Horizons of Kent and Queen Anne's is a 501(c)(3) nonprofit organization. Horizons has discretion as to the use of the funds and donor preferences will be honored when given.





Samuel Shoge, Executive Director, Kent County Chamber of Commerce
8/24/2021
County Commissioners Meeting

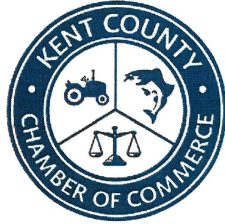
Item Summary:

Thank You Letter

ATTACHMENTS:

Description

08.24.21 Samuel Shoge, Executive Director, Kent County Chamber of Commerce, Thank You Letter



Kent County Chamber of Commerce, Inc.
Championing the Success of our Members
122 N. Cross Street | P.O. Box 146 Chestertown, MD 21620
kentchamber.org | 410-810-2968
facebook.com/kentcountychamberofcommerce

August 4, 2021

Dear P. Mason,

Thank you for the Kent County Commissioners' membership with the Kent County Chamber of Commerce. With your support, you are further empowering the Kent Chamber to be the leading advocate for business in Kent County. We value your partnership and look forward to supporting you in the year ahead.

Enclosed, please find your 2021-2022 Proud Member window cling. We hope you will display the cling with pride and share information about chamber membership with anyone who asks.

Throughout the year, please remember to take advantage of your membership benefits including:

- Attendance and participation in Chamber Events
- Sending e-blasts to our membership to promote your business, services, and events
- Free publishing of your press releases to the Chamber website, social media pages, and monthly newsletters
- Advertising opportunities in our annual Membership Directory and Kent County Street Map
- Ribbon Cuttings for newly acquired, expanded, or renovated spaces
- Letters of Support for your initiatives and projects
- Up-to-date information pertaining to the most relevant topics in Kent County
- And so much more

If you have questions about your membership or benefits, please contact me at sshoge@kentchamber.org or 410-810-2968.

Thank you for your continued membership and support of the Chamber.

Sincerely,

Samuel Shoge
Executive Director

County Commissioners
Office

Date 8-6-21 LJC

Diamond Sponsor: Talkie Communications

Platinum Sponsors: PNC Bank, Think Big Networks, LLC

Gold Sponsors: Atlantic Broadband, Kent County Economic and Tourism Development, Shore United Bank

Silver Sponsors: The Peoples Bank, University of Maryland Shore Regional Health, Washington College

Bronze Sponsors: ChesaDel Crier, Chesapeake Bank & Trust Company, David A. Bramble, Inc., KVN Partners, Preston Automotive Group, Sears Hometown Store, Sparkle Pools, Inc.



Contingency and Use of Fund Balance Report 8/24/2021 County Commissioners Meeting

ATTACHMENTS:

Description

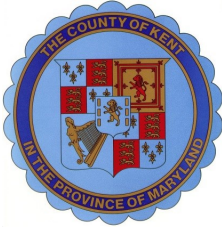
7-20-2022 Commissioner Report Contingency

**FY21 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
July 20, 2021**

CONTINGENCY				
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION	
9/29/20	Capital Projects	\$ 17,750	Quaker Neck Public Landing Pier and Mooring	
10/6/20	Planning and Zoning	15,000	Task Force Support - Comprehensive Rezoning Update	
10/20/20	Commissioners Office	30,000	Workstations and items to complete security configuration	
10/27/20	Environmental Operations	16,600	Accrued penalties for effluent violations at Nicholson Landfill	
11/17/20	Detention Center	4,000	Control Panel System	
12/8/20	Capital Projects	65,900	Turner's Creek Bulkhead & Boat Ramp Replacement	
1/26/21	Water/Wastewater Services	85,000	Repairs & Maintenance Services Worton Lagoon	
3/2/21	Information Technology	29,294	Replace Uninterrupted Power Supply (UPS)	
4/13/21	Information Technology	8,100	Network security testing software	
4/13/21	Capital Projects	21,183	Turners Creek Bulkhead-Change Order No. 2	
4/13/21	State's Attorney Office	13,000	Part-time aid	
4/20/21	Capital Projects	3,910	Turners Creek Bulkhead-Additional Engineering Services-unforeseen site conditions	
5/4/21	WWS	13,125	Worton Portaloac System	
5/4/21	WWS	7,000	Worton Tower Security Fencing	
5/4/21	WWS	2,000	Plan Cabinets	
5/4/21	Environmental Operations	15,031	Compact Utility Tractor	
5/11/21	Buildings/Grounds-Court House	60,200	HVAC split system-Court House	
7/20/21	Legal Counsel	1,500	Legal Services	
TOTAL		\$ 408,593		
BEGINNING CONTINGENCY BUDGET		\$ 800,000		
ENDING CONTINGENCY BALANCE		\$ 391,407		

USE OF FUND BALANCE				
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION	
09/08/2020	Alcoholic Beverage Inspector	\$ 11,732	Full-time equivalent hours increased from .50 to .70	
09/29/2020	The Health Department	\$ 59,611	COLA Increase from prior years	
12/08/2020	Commissioner's Office	\$ 1,380	Maintenance on Hearing Room audio/visual equip	
TOTAL		\$ 72,723		
USE OF FUND BALANCE				
Note: If expenses are not reduced or offset by the same amount of fund balance used, this will result in a decrease in fund balance below our 7.5% target.				

[illegible]



Bill Mackey, Director, Planning, Housing, and Zoning
8/24/2021
County Commissioners Meeting

Item Summary:

Legal

This meeting will be closed under the Annotated Code of Maryland General Provisions Article § 3-305 (b) (7) To consult with counsel to obtain legal advice; and (8) To consult with staff, consultants, or other individuals about pending or potential litigation

ATTACHMENTS:

Description